

C O P I E S of all Minutes and Proceedings held in Bengal, and Letters from the Governor General and Council of Bengal to the Court of Directors of the East India Company, and from the Court of Directors to the Governor General and Council, relating to the following Subjects ;

Bullock Contract of Mr. Croftes ;

Mr. Templar's Elephant Contract ;

Marine Contract ;

Mr. Belli's Contract, and Agency ;

Sir John Day's Allowance ; and the

Surgeon General's Contract.

## B U L L O C K C O N T R A C T.

E X T R A C T of Proceedings of the Board of Inspection, the 25th September 1777.

R E A D the following Letter, and Enclosure, from the Army Contractor.

To the Honourable Warren Hastings, Esquire, President, &c. Members, the Board of Inspection.

Honourable Sir, and Sirs.

Having acted for these Six Months as Contractor to the Army, and employed myself with the most indefatigable Care and Attention to acquire a proper Knowledge of every Branch of this complicated Business, permit me to state a few particular Circumstances which Experience has discovered to me, of which I, with the greatest Deference, submit to the Consideration of the Honourable the Governor General and Council. By comparing the Terms of my Contract with the Estimate which I have the honour to enclose, you will perceive the Profits arising from that Branch of it to be small, and inadequate to the Risque ; for, besides a Number of Bullocks reported unfit for Service in all the Brigades, no less than Four hundred have been, by the Commanding Officer in the Field discharged, from the Third Brigade alone, which Number I am just now providing at Purnea, and in other Quarters. A great Expence. Another Circumstance I beg Leave to mention of great Hardship and Inconvenience to every new Contractor the First Year, that he is obliged to purchase Rice and Grain for immediate supply of the Troop and Cart, at a Price considerably above the Rates he might purchase it, by laying in a proper Stock Six Months before Hand : This is a Hardship which Contractor of a single Year must in some Degree necessarily be subjected to ; but it will be seen, having been, notwithstanding my repeated Remonstrances, detained at the Preliminary Delay of the Company's Attorney, in not executing my Contract till the Middle of

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And

And though I proceeded with great Expedition on my Journey, with Bearers all the Way, at a great Expence, yet I did not arrive at Belgram till the latter End of January, which prevented me from taking Charge of my Contract till the 1st of February; so that at the Expiration of the present Year, instead of Twelve Months, as specified in my Contract, I shall only have had Possession Eleven: I might enumerate many other Inconveniences and Hardships arising from the short Term of a single Year; but as the Honourable Board are well acquainted with the Terms upon which I took the Contract, I flatter myself that they will not be averse to an Extension of it, especially as my first Proposals and Estimates were taken so very low, in Hopes of a Three Year's Treasure; I request therefore that the Honourable the Governor General and Council, in order to retrieve the Losses, and remedy the Inconveniences of the present Year, will be pleased to add Two Years to my Contract, with the additional equitable Clauses—that the Contractor shall be allowed Half Price by the Company for every discharged Bullock—and also that when the Brigades march, the Contractor shall be allowed by the Company, at the same Rates that he is obliged to pay to the Ryots, for the extra Number of Bullocks employed, to be certified by the Resident or Chief of the Province where the said Bullocks are hired. I beg Leave to apologize for giving the Honourable Board so much Trouble, and have only to add, that I shall consider myself under great Obligations, for this further Indulgence, and that no Care or Pains shall be omitted by me to give full Satisfaction in the Performance of my Contract.

I am, Honourable Sir, and Sirs,  
Your most obedient, humble Servant  
9th July 1777.

(Signed)

N I C H S G R U E B E R.

CHARGES paid by the Contractor for feeding 100 Draught Bullocks at Camp.

When not employed on Service.

At the Feed of 2 Seers of Gram to each Bullock per Day, or 5 Maunds per Day for 100 Bullocks, makes 150 Maunds for a Month of 30 Days.

Gram, 150 Maunds, at 30 Seers per Rupee, the estimated Annual Medium Bazar Price — — —  
Boullie, at One Rupee per Day per 100 Bullocks — —  
Salt, Matchuah, Ropes, Baskets, and the Proportion of Sircars and Weighman's Wages, at One Anna 6 Pice per Month for each Bullock — —  
Wages to a Sirdar Driver, 6 R<sup>1</sup>; to his Two Mates, 10 Rupees —  
— to 50 Drivers (One allowed for every 2 Bullocks) at 4 R<sup>1</sup> each —

A Contractor paying to his Predecessor 12 R<sup>1</sup> 8 An<sup>1</sup> for each Bullock, 100 Bullocks stand him in 1,250 R<sup>1</sup>, and Interest on that Sum (at the Rate of 10 per Cent. per Annum) amounting to 125 R<sup>1</sup> for One Year, is  
The Monthly Charge of feeding as above, being R<sup>1</sup> 55. 6, and advanced One Month at least before he is reimbursed, Interest — — } per Ditto —

Reckoning the Loss by Deaths no more than One Bullock in a Hundred, in One Year, the Proportion for a Month is — —

The Contractor receiving from the Company at the Rate of 5 Rupees per Month for each Bullock, is, for 100 Bullocks, for One Month, 500 Rup<sup>1</sup>.

The Monthly Gain on 100 unemployed Bullocks — —

Rupees — —

500 — —

When on a March, or employed in actual Service.

At the Feed of 3 Seers of Gram to each Bullock per Day, or 7 Maunds 20 Seers for 100 Bullocks, makes 225 Maunds for a Month of 30 Days.

Gram, 225 Maunds, estimated at no higher Price in the Field, or on a March, than in Camp, viz. 30 Seers per Rupee, as per Contra Boullie, — — Ditto, at same Price, as per Contra — —  
Salt, &c. — — Ditto — — Ditto — —  
Wages to Sirdar Driver, and Mates, Ditto — — —  
— to 50 Drivers — — Ditto — — —

300 — —  
30 — —  
9 6 —  
16 — —  
200 — —

555 6 —  
10 6 8 8  
4 1 —

1 — 8

570 14 4

A Month's Interest on Prime Cost of the Bullocks, as per Contra Ditto, on R<sup>1</sup> 555. 6, Advance as above for feeding — —  
Reckoning the Loss by Death no more when on a March, or in the Field, than it is estimated at in Camp, when the Bullocks are not employed, the Proportion for a Month is — — —

The Contractor receiving no higher Rate for his Bullocks, when on a March, or employed on actual Service in the Field, than when unemployed in Camp.  
The Monthly Loss on 100 Bullocks, when on a March, or employed on actual Service in the Field, will be — —

Rupees — —

70 14 4  
500 — —

575

not one of the persons who had been present at the [4]

## Read the following Proposals received from Mr. Johason.

To the Honorable Warren Hastings, Esquire, Governor General &c Council Fort William.

Honourable Sir, and Sirs,  
As the Expiration of the Contract for providing and feeding Draught and Carriage Cattle, and for  
Victualling the Europeans of the whole Army, draws near, I beg Leave to submit the following Pro-

Honourable Sir, and Sirs,  
As the Expiration of the Contract for providing and feeding Draught and Carriage Cattle, and for  
Vigilantly the Europeans of the whole Army, draws near, I beg Leave to submit the following Pro-  
posals to your Consideration.

Within the Provinces.	Carriage Bullocks	—	—	3	7	—	per Month
	Ditto	Ditto	unemployed	3	3	—	per D°
				2	9	6	per D°
	Camels, the Property of the Company	Ditto, the Property of the Contractor	Draught Bullocks, at Son' Rup'	16	—	—	per D°
	Carriage Bullocks	—	—	30	—	—	per D°
Without the Provinces.	Camels, the Property of the Company	Ditto, the Property of the Contractor	Carriage Bullocks	5	—	—	per D°
			—	3	10	—	per D°
				16	—	—	per D°
				30	—	—	per D°

To Victual the Europeans, at Sonaut Rupees 10 each per Month, receiving Provisions and Drams every Day; and Sonaut Rupees 5 each per M°, receiving Provisions and Drams alternately.

Years, which proves the Advantage the Company will reap by granting it for that Space of Time. It may next not be improper to point out what enables me to offer such low Terms.

First. Because the Certainty of holding the Contract for that Time will make it worth my While to advance Money to the Farmers, for the Crops of Grain before it is sowed, and thereby get it much cheaper than purchasing it as it is wanted in the Markets.

Secondly. As it will then be worth while to establish Granaries at the different Stations of the Troops, which will be a considerable Saving in the Transports, and which cannot be ventured upon for One Year, on the Uncertainty of a Successor's taking the Stock on Hand.

which produces the best Cane, and thereby be more regularly supplied, and at a cheaper rate, will be obliged to pay any Price for them when they are wanted.

Fourthly. As the Certainty of Consumption will enable me to import the best Arrack from Batavia on more reasonable Terms, than it can in general be purchased at here.

For these Reasons, and many others which I forbear mentioning for fear of writing in too much

For these Reasons, and many others which I forbear mentioning, for fear of taking up too much of your Time, and my having before been honoured with your Countenance in this Department, I am in Hopes that you will be pleased to continue that Countenance to me, by accepting of my Proposals. I shall only add, that I am ready to give any Security that may be required for the due Performance of the Contract, in the Execution of which I have no assurance what I shall exert myself to the

I have the Honour to be, with Respect,

Dear Friends, and Neighbors,  
Honourable Sir, and Sirs,  
Your most obedient, and most humble Servant,

Fort William,  
16th September 1777.

Ordered, That Mr. Johnson's Proposals be compared with the Terms of Mr. Grueber's Contract, and laid before the Board.

**EXTRACT** of the Proceedings of the Board of Inspection, the 2d October 1777:

The Secretary begs Leave to inform the Board, that in pursuance to their Orders at the last Meeting, he has compared the Terms of the Proposals delivered in by Mr. Johnson, for providing and feeding Draft and Carriage Cattle, and for Victualling the Europeans of the Army, with those of the present Contract held by Mr. Grueber; and he finds them to correspond in every Particular, excepting that Mr. Johnson makes no Distinction in the Price to be paid him for Camels which may be *on Service*, and for such as may *not be on Service*. The Price at which the former are rated in Mr. Grueber's Contract is 16 Rupees for each Camel per Month, and the latter 15; whereas Mr. Johnson proposes 16 Rupees indiscriminately. Mr. Johnson likewise proposes that an Allowance of Thirty Rupees per Month shall be made to him for every Camel the Property of the Contractor, but no such Supposition appears in the present Contract.

The Board, taking into Consideration the Two Proposals received for this Contract, the one from Mr. Grueber, and the other from Mr. Johnson, the Question is put, If either of these shall be accepted? If yes, to which shall the Preference be given?

Mr. Francis.

I think the Contract should be advertised.

Mr. Barwell.

There are Two Proposals before the Board, One from the present Holder of the Contract, petitioning for certain Stipulations in his Favour; the other from the Person who was ejected by him, by the Lowness of his Offers, which from his present Application seems to have been grounded in a Reliance on future Indulgence. Under these Circumstances, I cannot hesitate to give my Vote in Preference to Mr. Johnson.

Governor General.

I agree to accept of Mr. Johnson's Proposals, but for the Term of Three Years only, and not Five Years; their Offers are so nearly on a Par, that the Option of either can hardly be directed by any Comparison made between them. I disapprove of publishing for Proposals; the Contract is reduced too low already, and will require a vigilant Attention to it, on the Part of the Commanding Officers of the Corps of the Army, that it be duly performed, as, from all the Information which I have been able to obtain, I have every Reason to believe that very little Profit can be acquired by the Contractor if he does his Duty, at the Rates now offered, and which have been granted to the present Contractor.

Mr. Francis.

The Letter recorded Yesterday from the Court of Directors to Sir John Clavering gives us Reason to expect some important Orders and Regulations with respect to the future Government of this Country—perhaps an Alteration in the Government itself. The Receipt of those Orders cannot be at a very great Distance. In these Circumstances I do not think it adviseable for the Board to come to any general Resolutions which immediate Service does not render indispensably necessary, and especially such as may bind the Government for a considerable Length of Time. The present Army Contract does not expire these Three Months, yet the Board resolve, at this Point of Time, to give it away for Three Years without advertising it, and in Compliance with a private Proposal.—I disapprove of the Resolution, and beg Leave to enter my Diffent against it.

Governor General.

I do not understand the Consistency of Mr. Francis's Conclusions, either with the Duties of this Board, or with his own Practice, if he has at any Time assented to the Grant of any Contract or other Engagement of a longer Duration than a Twelvemonth. The Business of Government must not stand still, because a Letter privately addressed to General Clavering (a Letter which might have been Authority to him, but is none to this Board) promises future Orders and Regulations, and portends, as Mr. Francis understands it, a future Change in the Government; but even admitting this Letter as Authority, and admitting that it may be followed with Orders which may affect the Measure now resolved on, they cannot arrive in Time to make that Provision which may be intended by them, 'till long after the present Contract shall expire. There therefore can be no Reason to wait for their Arrival, and suspend the Grant of the Contract, which, by the established Rules of the Service ought to be declared long before the Expiration of the old Contract, to give the new Contractor sufficient Time to make the necessary Arrangements for entering upon the Business, I do not recollect the Period, but desire the Secretary to add it to this Minute.

The Secretary accordingly annexes the following Abstract, which specifies the Periods of advertising for the Three last Contracts, the Delivery of the Proposals, the Acceptance of them, and the Commencement of the Contract.

Advertisements issued.	Proposals delivered.	Proposal accepted.	Contract commenced.
Graham — —	28th June 1773.	31st Aug <sup>r</sup> 1773.	13th Sept <sup>r</sup> 1773.
Johnson { 1 <sup>st</sup> Advert <sup>r</sup> .	15th Aug <sup>r</sup> 1774.	1st Oct <sup>r</sup> 1774.	8th March 1775.
Grueber — —	2d Feb <sup>r</sup> 1775.	1775.	4th April 1775.
	1st Aug <sup>r</sup> 1776.	1st Oct <sup>r</sup> 1776.	24th Oct <sup>r</sup> 1776.
			1st Jan <sup>r</sup> 1777.

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Mr. Francis.

My principal Objection is to the Length of the Grants. It has always been an Objection with me, though in some Cases I have acquiesced in the Sense of the Board, when every other Member was against it. This was the Case of Major Morgan's Contract; it was proposed for Five Years, and I believe the Governor can recollect, that at, my Instance it was reduced One Year; I could obtain no more; I do not indeed recollect any other Instance, but that of Mr. Templer, in which I acquiesced for Reasons which struck me as peculiar to his Proposal, being entirely a new one. With respect to the Letter from the Court of Directors, every Member of the Board will judge for himself what Weight ought to be allowed it; I do not scruple to say, that to me it is the highest and most respectable Authority, and that in my Judgment it ought to be so to the Board.

Mr. Barwell.

What Objections Mr. Francis may have made to Major Morgan's, or any other Contract that are not upon Record, can only be known to himself.

Mr. Francis.

My Reference to the Opposition I gave to the Length of Major Morgan's Contract was purely defensive; the Fact itself is well known. With respect to the granting of Contracts for long Periods, my Opinion has been already stated very fully upon the Records of the Revenue Board, of the 20th May 1777: I mention this Circumstance merely to shew that my present Opinion is not a new one.

Resolved, That the Proposals of Mr. Johnson, for providing and feeding Draft and Carriage Cattle, and for Victualling the Europeans of the Army on this Establishment, be accepted for the Term of Three Years.

Ordered, That Mr. Johnson be informed of this Resolution, and called upon for his Securities.

**EXTRACT of the General Letter from Bengal, dated 21st November 1777.**

Par. 65. We beg Leave to acquaint you, that we have accepted of Proposals from Mr. Ernest Alexander Johnson, for providing and feeding the Draught and Cartage Cattle, and for Victualling the Europeans of the Army on this Establishment for Three Years, to take Place from the Expiration of Mr. Grueler's Contract, and upon nearly the same Terms. Our Opinions upon the Grant of this Contract, and the Reasons for not having published for Proposals, as also an Application from Mr. Grueler, the present Contractor, for a Continuance to him of his Contract, with certain Stipulations in his Favour, all appear in our Proceedings noted in the Margin, with some new Clauses, which will be introduced into the present Contract.

**EXTRACT of the Proceedings of the Board of Inspection the 8th January 1778.**

The Contracts of Mr. Johnson for Victualling the Troops, and for providing and feeding Draft and Cartage Bullocks and Camels, having been drawn up by the Company's Attorney, and certified by the Secretary to be conformable to the Resolutions of the Board, the same were executed on the 26th Ultimo, together with the Penalty Bond, by Mr. Johnson and his Securities; Ordered, That a Copy of these Contracts be entered after the Proceedings, and that Copies of them be also sent to the Commanding Officers of the Brigades, and to the Commissary General, and Quarter Master General.

The said Ernest Alexander Johnson, for and in Consideration of the several Sums of Money hereinafter covenanted to be paid him by the said United Company, both for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that he the said Ernest Alexander Johnson, his Executors and Administrators, shall and will, at his and their own proper Cost and Charges, well and truly supply and furnish all the European Troops now employed, or to be employed in the Service of the said United Company, in the Provinces of Bengal, Behar, and Orissa, and otherwise on the Bengal Establishment, from the First Day of January, which will be in the Year of Christ (1778) One thousand Seven

Seven hundred and Seventy-eight, for the Term of Three Years, that is to say, to the First Day of January which will be in the Year of Christ (1781) One thousand Seven hundred and Eighty-one, with the several Meats, Provisions, and Necessaries hereinafter specified, at the several Rates and Prices hereinafter mentioned; that is to say, That the said Ernest Alexander Johnson, his Executors and Administrators, shall and will find and provide, and well and truly deliver, to every European Soldier employed on Service in the Field, for each Day's Provision and Necessaries, during the said Term of Three Years, One Pound of Beef or Mutton, One Pound of Bread or One Seer of Rice, and Two Drams of good Batavia Arrack (of the Quantity of Forty Drams to the Gallon) and also such Quantity of Salt and Firewood, and such Number of Pots and Pans, as have been heretofore usually provided and allowed to each of such Soldiers; and further, that whenever the said Troops, or any of them, shall be in Cantonments or Garrison, and not upon Duty in the Field, then that he the said Ernest Alexander Johnson, his Executors and Administrators, shall find and provide, and well and truly deliver, to each of them alternately, on One Day, the like Quantity of Provisions as are hereinbefore mentioned, without the Quantity of Liquor before mentioned, and on without the Provisions, and so alternately, the Liquor and Provisions on every other Day; and further, that the said Provision and Liquor, to be so provided and supplied by him the said Ernest Alexander Johnson as aforesaid, to the said Troops, shall be of the best Sort and Quality that he can possibly obtain, and such as shall be approved by the Commanding Officers and Surgeons belonging to such Troops respectively for the Time being; Provided always, and it is hereby agreed, by and between the said Parties to these Presents, That in case, at any Time during the said Space of Three Years, that the several Sorts of Provisions hereinbefore specified, or any or either of them, shall not be procurable, or to be had or obtained, by Reason of the said Troops being in any Place or Places where the same Provisions and Liquors cannot be procured, then, and in such Case, the said Ernest Alexander Johnson, his Executors and Administrators, shall well and truly pay, or cause to be paid, to each of such Soldiers, in the Lieu and Stead thereof, the following several Sums of Money, that is to say, in case no Beef or Mutton is to be had or obtained as aforesaid, that he the said Ernest Alexander Johnson, shall well and truly pay to each of such Men at the Rate of One Third Part of his Contract, or Monthly Allowance of Ten Sonaut Rupees hereinafter mentioned and agreed to be paid by the said United Company, and so in that Manner, or after that Proportion, in case of the Failure of Bread or Rice, and in like Proportion in case of the Failure of Arrack: Provided also, and the said Ernest Alexander Johnson doth hereby further covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, That he the said Ernest Alexander Johnson, his Executors and Administrators, shall and will well and truly sustain, bear, and pay, all Losses, Costs, Charges, Damages, and Expences, which may happen during the Continuance of these Presents, whether the same shall arise from the Attack of Enemies, or from any other Cause or Consideration whatsoever; so that the said United Company shall sustain or suffer no other Charge or Expence whatsoever than the several Sums of Money hereinafter agreed to be paid by them to the said Ernest Alexander Johnson, his Executors or Administrators.—And for the purpose of properly fulfilling and performing the Covenants and Agreements hereinbefore contained on the Part of the said Ernest Alexander Johnson, he the said Ernest Alexander Johnson, for himself, his Executors and Administrators, doth hereby further promise and engage with the said United Company, at his own proper Cost and Charges, at all Times during the Continuance of these Presents, to keep and maintain a capable and sufficient Deputy, with every Detachment of the said Troops, to answer and comply with the Demands and Orders of the Commanding Officer of such Detachment, and to perform all the Conditions and Agreements hereinbefore contained on the Part and Behalf of the said Ernest Alexander Johnson, to be observed, fulfilled, and kept; in Consideration whereof the said United Company of Merchants of England trading to the East Indies, for themselves, their Successors and Assigns, do on their Part hereby covenant and agree with the said Ernest Alexander Johnson, his Executors and Administrators, that they the said United Company, their Successors and Assigns, shall and will, during the said Space of Three Years, from the said First Day of January One thousand Seven hundred and Seventy-eight, to the said First Day of January One thousand Seven hundred and Eighty-one, well and truly pay, or cause to be paid, to the said Ernest Alexander Johnson, his Executors and Administrators, within One Month at furthest after his Bill shall be presented for the same (duly attested or certified by the Commissary General for the Time being), the several Sums of Money hereinafter mentioned, that is to say, the Sum of Ten Sonaut Rupees (at the Rate of Eleven per Cent. Batta) for the Victualling of each and every Man, for each and every Month when such Men shall be in the Field, and shall receive his full Allowance of Daily Provisions and Drams, or the Pay in lieu thereof hereinbefore for that Purpose provided, and the further Sum of Five Sonaut Rupees for each Man, for every Month when such Man shall be in Garrison, and shall receive Provisions and Drams only alternately, as hereinbefore for that Purpose is provided; and further, that they the said United Company, their Successors and Assigns, shall and will well and truly Pay, or cause to be paid, to the said Ernest Alexander Johnson, his Executors and Administrators, the several Sums of Money so to become due as aforesaid, either at the Place where the said Troops, or any of them, shall happen to be, or at the Presidency of Fort William in Bengal, at the Option of the said Ernest Alexander Johnson, his Executors or Administrators; and also, that they the said United Company, at the Request of the said Ernest Alexander Johnson, his Executors and Administrators, shall and will, during the Continuance of the said Term of Three Years, from Time to Time, as Occasion shall require, well and truly furnish and provide for the said Ernest Alexander

Alexander Johnson, his Executors and Administrators, all and every such Escort and Escorts as shall be necessary for the conveying of his Stores and Provisions to the said Troops in Safety, and afterwards such a Guard or Guards, to protect and to take Care of the same Stores and Provisions, as shall be thought necessary for that Purpose, or the Number of such Troops at each or any particular Place will admit of. And lastly, it is hereby further agreed, by and between the Parties to these Presents, and the said Ernest Alexander Johnson for himself, his Executors and Administrators, do hereby promise and agree, to and with the said United Company, their Successors and Assigns, That he the said Ernest Alexander Johnson, his Executors or Administrators, shall not nor will, during such Space of Three Years as aforesaid, vend or distribute, or cause or suffer to be vended or distributed, any extra Arrack to the said Soldiers, or any or either of them, either in Garrison or Cantonments, or in the Field, except in such Manner, and under such Restrictions, as the Commanding Officer of such Garrison or Cantonments, or of any other Station of the Troops, may please to direct or appoint: In Consideration of which last Covenant or Agreement of the said Ernest Alexander Johnson, the said United Company, for themselves, their Successors and Assigns, do further promise and agree, to and with the said Ernest Alexander Johnson, his Executors and Administrators, That they the said United Company, their Successors and Assigns, shall and will, as far as in them lies, and they lawfully may or can, prevent all and every Person and Persons whatsoever, except him the said Ernest Alexander Johnson, his Servants and Assigns, from selling or vending any Arrack whatsoever to the Army of the said United Company, either in Garrison, Cantonments, or in the Field, it being the true Intent and Meaning of these Presents, and the Parties hereunto, that the said Ernest Alexander Johnson, his Executors and Administrators, shall have the sole and exclusive Privilege of selling the same Liquors, subject to such Regulations as aforesaid, and provided he charges no more than Four Sontaut Rupees per Gallon for the same. In Witness whereof the Honourable the Governor General and Council have hereunto set their Hands, and caused the Common Seal of the said United Company to be affixed; and the said Ernest Alexander Johnson hath also set his Hand and Seal, the Day and Year first above written.

Sealed and delivered at Fort William  
aforesaid (where no stamped Paper is made  
use of) in the Presence of

ARTICLES of Agreement indented, had, made, concluded, and fully agreed upon, this Twenty-sixth Day of December, in the Year of our Lord Christ One thousand Seven hundred and Seventy-seven: Between the United Company of Merchants of England, trading to the East Indies, of the One Part; and Ernest Alexander Johnson, of Calcutta, in the Province of Bengal, Merchant, of the other Part; in Manner and Form following; (that is to say):

Whereas the said Ernest Alexander Johnson hath made Proposals in Writing to the Governor General and Council of the Presidency of Fort William, in Bengal, on the Part and Behalf of the said United Company, to furnish and supply the Army, and the Troops appertaining or belonging to the said United Company, on the Bengal Establishment, with such a Number of Draft and Carriage Bullocks, and with such a Number of Camels, as shall be wanted or thought necessary to be employed in the Field, on Account of such Army or Troops, for the Space of Three Years, to be computed from the First Day of January now next ensuing, and for the feeding and keeping the same in proper and fit Order to perform their Labour, as well within the Provinces of Bengal, Bahar, and Orissa, as without the same Provinces, in any other Parts and Places wherever such Army shall happen to be, on being paid, by the said Governor General and Council, on the Part of the said United Company, their Successors and Assigns, the several Sums of Money, for the feeding and keeping the same Bullocks and Camels, as hereinafter is mentioned and agreed to be paid him by the said United Company. Now these Presents witness, That the said Ernest Alexander Johnson, for and in Consideration of the several Sums of Money so agreed to be paid him as hereinafter is mentioned, and of other the Covenants and Agreements herein contained on the Part and Behalf of the said United Company to be observed, performed, fulfilled and kept, doth, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, in Manner and Form following; that is to say. That he the said Ernest Alexander Johnson, his Executors and Administrators, shall and will, at his and their own proper Costs and Charges, as soon as conveniently may be, from the Day of the Date of these Presents, well and truly find and provide a sufficient Number of good and proper Draft and Carriage Bullocks, for the Use of the Army of the said United Company, and every Part thereof, as well within the Provinces of Bengal, Bahar, and Orissa, as without the same Provinces, wherever such Army, or any Part thereof, shall happen to be; and having bought or procured the same Bullocks, shall and will, at his own proper Costs and Charges, feed, maintain, and keep the same, for and during the Space or Term of Three Years, from the First Day of January now next ensuing the Date of these Presents, until the First Day of January which will be in the Year of Christ One thousand Seven hundred and Eighty-one, in good Health, and fit for the Use and Service of the Army of the said United Company. Provided always, and it is hereby agreed, by and between the Parties to these Presents, That it shall and may be lawful for the said United Company, or the Governor General and Council of the Presidency aforesaid for the Time being, or the Commanding Officer of the different Brigades, or of any

Detachment of such Brigades, for the Time being, during the said Term of Three Years, to discharge any such Part of the Number of the said Bullocks, to be provided as hereinbefore is mentioned, which the said United Company, or the said Governor General and Council, or such Officers or Officer as aforesaid, shall think superfluous or unnecessary for the Use of the said Army, upon giving One Month's Notice in Writing of such Intention to the said Ernest Alexander Johnson, or to any Agent to be appointed by him to attend such Brigade or Detachment, in pursuance of the Covenant hereinafter for that Purpose contained; and further, that in case at any Time hereafter, during the said Space of Three Years, an additional Number of Draft and Carriage Bullocks shall happen to be wanted for the Use and Service of the said Army, or of any Part of the Army of the said United Company, which may be quartered or encamped in any Part of the Country, where no good or proper Bullocks are to be had or gotten, and the said Ernest Alexander Johnson shall be obliged to send to a great Distance to purchase and procure such Cattle as are fit for the Service of the said Army, in such Case it shall be lawful for the said Ernest Alexander Johnson, his Executors and Administrators, to draw Pay for such Bullocks, at the Rates hereinafter mentioned, from the Day on which any such Bullocks shall arrive at the Station of any of the Brigades, and shall have been mustered and surveyed by the Commanding Officer and Commissary of any of the Brigades belonging to such Army.—And the said Ernest Alexander Johnson, for himself, his Heirs, Executors, and Administrators, doth further covenant and agree to and with the said United Company, their Successors and Assigns, that every Carriage Bullock to be provided by him for the Use of the said Army, in pursuance of his Covenant hereinbefore for that Purpose contained, shall be in sufficient Health, and proper Age and Strength to be provided as aforesaid, shall be of such Age and Strength, that Eight of them shall be able to draw and accompany the said Army with a Six Pounder Gun; Ten of them with a Twelve Brabs Pounder; Twenty-four of them with an Iron Eighteen Pounder, poizing from Forty to Forty-four hundred Weight; and Ten of them with a Howitzer Tumbril: Provided also, and it is hereby further agreed by and between the said Parties, That before the said Ernest Alexander Johnson shall be entitled to receive the Pay for such Bullocks, to be provided as hereinbefore mentioned, that all such Bullocks shall first be approved, on a Muster to be had or made by the Commander of the Troops for the Time being, at the respective Stations where such Bullocks shall first arrive, the Commandant of Artillery, and Commissary of Musters; and that the said United Company, or the said Governor General and Council, on the Part and Behalf of the said Company, on any Report to be made to them, from such Person or Persons as aforesaid, shall be at liberty to dismiss, and have full Power, and are hereby declared in such Case to have full Power to dismiss, from Time to Time, Monthly, all and every such Bullock or Bullocks as may be reported unto for the Service or Services for which such Bullock or Bullocks were or was designed; and that thereupon the said Ernest Alexander Johnson shall, as soon as conveniently may be after such Dismission, replace all and every such dismissed Bullocks, with others fit, good, and proper for the Use and Service of the Army of the said United Company.—And these Presents further witness, That the said Ernest Alexander Johnson, for and in Consideration of the Payments hereinafter agreed to be made by the said United Company, doth covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that he the said Ernest Alexander Johnson, his Executors and Administrators, shall and will well and truly find and provide for all the Camels kept or to be kept called the Bengal Establishment, during the said Space of Three Years, from the said First Day of January now next ensuing, good, sufficient, and proper Food, and proper Servants to attend and take care of such Camels, and every of them, so that no further Expence shall arise to the said United Company, on Account of the keeping of such Camels, than what is agreed by the United Company to be paid to him the said Ernest Alexander Johnson, as hereinafter is mentioned; and also that he the said Ernest Alexander Johnson, his Executors and Administrators, shall and will well and truly sustain, bear, and pay all Losses, Damage, and Expences, which may happen during the Continuance of these Presents, as well to the said Bullocks as the said Camels respectively, whether the same shall arise from the Attack of Enemies, or from the Death of any or either of the said Bullocks or Camels, or from any other Cause or Consideration whatsoever (save and except as hereinafter is mentioned) so that the said United Company shall suffer or sustain no other Charges or Expence whatever, in the Articles of Camels and Bullocks for the Use of their Army aforesaid, other than the several Sums of Money hereinafter agreed to be paid by them to the said Ernest Alexander Johnson, his Executors and Administrators, on Account of the same: And further, for the Purpose of properly fulfilling this Agreement, the said Ernest Alexander Johnson doth promise and agree to and with the said United Company, at his own Costs and Charges, at all Times during the Continuance of these Presents, to keep a capable and sufficient Deputy with every Detachment of the Troops belonging to the said United Company, to answer the Demands, and obey the Directions and Orders of the Commanding Officer of each Detachment respectively, and to perform the Conditions and Covenants hereinbefore contained, on the Part and Behalf of the said Ernest Alexander Johnson, which Deputies are respectively to be first approved by the Governor General for the Time being of the said Presidency, and on entering into the Service and Duty aforesaid are to be obliged to give such reasonable Security as shall be demanded of them by the said Governor General; that they the said Deputies nor either of them, will engage in any Trade or Business whatsoever, other than

than that of the said Ernest Alexander Johnson, respecting the Matters hereinbefore contained.—And the said United Company of Merchants of England trading to the East Indies, for the Considerations aforesaid, do hereby, for themselves, their Successors and Assigns, covenant, promise, and agree, to and with the said Ernest Alexander Johnson, his Executors and Administrators, That they the said United Company, their Successors and Assigns, shall and will well and truly pay, or cause to be paid, to the said Ernest Alexander Johnson, his Executors and Administrators, during the said Space of Three Years, commencing and finishing at such Times as are hereinbefore mentioned, the several Sums of Money following, that is to say, for every Draft Bullock employed on actual Service within the Provinces of Bengal, Bahar, and Orissa, the Sum of Sonaur Rupees Three and Seven Annas per Mensem, and for every Carriage Bullock the Sum of Sonaur Rupees Three and Three Annas per Mensem for every Draught Bullock, and Sonaur Rupees Three and Ten Annas per Mensem for every Carriage Bullock; and also for such Bullocks as shall remain within the said Three Provinces, and unemployed, the Sum of Sonaur Rupees Two Nine Annas and Six Pice per Mensem: And further, That they the said United Company, their Successors and Assigns, shall and will well and truly pay, or cause to be paid, to the said Ernest Alexander Johnson, his Executors or Administrators, for his Care and Management, and for the feeding and keeping, and the providing with Servants as hereinbefore is mentioned, the Camels employed or to be employed in the Service of the Army of the said United Company, during such Time as aforesaid, the several Sums of Money following, that is to say, for all and every the Camel and Camels which shall be the Property of and belong to the said United Company, either within or without the Provinces, the Sum of Sonaur Rupees Sixteen per Mensem, and for each and every such Camel and Camels which shall be the Property of and belonging to him the said Ernest Alexander Johnson, his Executors and Administrators, and employed by the said United Company, either within or without the Provinces, as aforesaid, the Sum of Sonaur Rupees Thirty per Mensem; and further, that they the said United Company, their Successors or Assigns, shall and will well and truly pay, or cause to be paid, to the said Ernest Alexander Johnson, his Executors and Administrators, the several Sums of Money, so to become due as hereinbefore is mentioned, within One Month at farthest after his or their Bill and Bills shall be presented for the same, duly attested, and certified by the Commissary General for the Time being; and that, for the greater Convenience of the said Ernest Alexander Johnson, such Bills shall be paid or discharged either at the Place or Places respectively where the same shall become due, or at the Presidency of Fort William in Bengal, at the Option of the said Ernest Alexander Johnson. And further, That they the said United Company shall and will, during the Continuance of the said Term of Three Years, from Time to Time, as Occasion shall require, well and truly furnish and provide the said Ernest Alexander Johnson with all and every sufficient Escort and Escorts as may be necessary for the conveying the said Bullocks and Camels to and from the said Army, or any Detachment thereof, as Occasion may require; and when at or with such Camp or Detachment, shall and will find and provide such Sateguards to take Care of them as such Army and Detachment will admit of.—And it is further agreed, by and between the Parties to these Presents, That if at any Time during the said Space of Three Years the Urgency of Affairs should require a further or greater Number of Cattle to be provided for the immediate Service of any Brigade or Detachment of the said Army, the said Ernest Alexander Johnson doth hereby promise and agree to provide the same within the Space of One Month after Notice shall be given in Writing by the Commanding Officer of such Brigade or Detachment so wanting the same, either to him, or any or either of his Agents or Servants, who shall reside with the same Brigade or Detachment for that Purpose; and if, in case of such Emergency, the usual Price of such Bullocks should be thereby enhanced, and the said Ernest Alexander Johnson, his Executors or Administrators, shall be obliged to pay to the Proprietors of such Cattle more than the Sum of Sonaur Rupees Twelve and Eight Annas for each and every Draft Bullock so purchased, and for each and every Carriage Bullock, more than the Sum of Sonaur Rupees Eight, that then and in that Case, when the Commanding Officer of such Brigade or Detachment shall have certified the Number so purchased, and the extra Price so paid for the same, the said United Company, for themselves, their Successors and Assigns, do hereby promise and agree to pay the said Ernest Alexander Johnson, his Executors and Administrators, all such Surplus Money which he or they shall be obliged to pay for the same, over and above the specified Sums above mentioned, and that in the same Manner, and at the same Times and Places, as are above stipulated for the Payment of the other Sums of Money agreed to be paid for the feeding the same as aforesaid. Provided always, and it is hereby declared to be the true Intent and Meaning of the Parties to these Presents, that whenever the Roads shall be extraordinary bad, or the Bullocks shall be fatigued with forced Marches, and thereby disabled from drawing or carrying the Weight hereinbefore mentioned, or the Camels shall happen to die from the same Cause, or either of them, and the same shall be ascertained to the Satisfaction of, and certified by the Commanding Officer of any such Detachment where the same Accident shall happen, that no such Accident shall be deemed any Breach of any or either of the Covenants hereinbefore contained, on the Part and Behalf of the said Ernest Alexander Johnson, his Executors or Administrators: And further, That the said Ernest Alexander Johnson shall and will, at the Expiration of the said Term of Three Years, well and truly deliver over to any succeeding Contractor, or to any other Person or Persons the said United Company, or the Gover-

nor General and Council for the Time being, shall appoint, for the Purpose of receiving the same, all and every the Camel and Camels which shall be the Property of or belonging to the said United Company, and which at such Time as aforesaid shall happen to be in the Custody or Power of him the said Ernest Alexander Johnson, his Executors or Administrators. In Witness whereof the Honourable the Governor General and Council have hereunto set their Hands, and caused the Common Seal of the said United Company to be affixed; and the said Ernest Alexander Johnson hath also set his Hand and Seal, the Day and Year first above written.

Sealed and delivered (where no Stamps are in use, or to be had) in Presence of

*EXTRACT of Bengal Military Consultations, the 22d November 1781.*

In Circulation.

**EXTRACT** of a General Letter from the Honourable the Court of Directors to the Honourable the Governor General and Council, dated 11th April 1781.

The Secretary apprehends the several Paragraphs relating to the Draft and Carriage Trains, in this General Letter, have been by Mistake sent to the Military Department, as the Terms of that Contract were finally concluded in the Board of Inspection.

The Secretary requests the Directions of the Board, respecting the carrying into Execution the Court of Directors Commands. Par. 5 and 8. To be published, the rest to be transferred to the Board\* of Inspection for Consideration.

\* The Proceedings of the Board of Inspection have not been received of a later Date than the November 1780.

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THE COMM. OF DISCERNMENT

# Mr. T E M P L E R's Elephant Contract.

and has his Person and Property for establishing the Camp, and fitting out the Elephants, and no Dependence shall be made on the Service of the Company, but that the Company shall be bound to pay him all the Expenses of his Service to the Company, and to pay him a Reward of 1000 Rupees per Month, to be completed by the Month of December 1779, under Penalty of 3,000 Rupees, unless prevented by the Orders of the Board.

## READ a Letter and Proposals from the Contractor for Elephants, as follows.

To the Honourable Warren Hastings, Esquire, Governor General, and Members of the Board of Inspection.

Honourable Sir, and Sirs,

I am induced to offer the inclosed Proposals, from a Conviction that the Advantages, though not immediate, yet in a short Time will be so advantageous to the Company, that I hope it will meet with every Support, if approved of by the Honourable Board.

The speedy Conveyance of the Camp Equipage, I may venture to say, in every Army, is of the greatest Consequence, but more especially in this hot and unhealthy Climate. In general, when a Brigade is on Service, the Soldiers seldom reach the Ground of the new Encampment till Eight, or frequently Nine o'Clock, at which Time they are greatly fatigued, both from the Length of the March, and the scorching Heat of the Sun. I have frequently known, from the Badness of the Elephant, the Tents have not arrived till several Hours after, and the Men obliged to sit in the Sun, and very often in the most violent Rain, as was the Case in the Rohilla Country. The Elephants at present are mostly fresh taken from the Jungles; they cannot, nor can Force make them, carry the Burthen, or undergo the Fatigue, of an old seasoned Elephant; it must be a Length of Time, and constant Attention, to bring them to this. Since January last, I have been constantly employed in procuring Elephants from the Jungles: I have met with bad Success. As I could not foresee it, I trust the Honourable Board will render me every Assistance they can, consistent with my Engagements. My present Term is not more than sufficient to enable me to complete the Brigades, which I must do at a very heavy Expence to myself; and I leave the Honourable Board to judge how great a Disappointment it must be to me, after I have, by a constant Attendance, brought the Elephants tame and able to bear Fatigue—after having suffered so great a Loss as I have already sustained, by losing Twenty-nine new Elephants, and a Prospect of losing as many more—to see another Person reap the Reward of my Trouble. From these Circumstances, I trust to the Candour of the Honourable Board, that they will be pleased to prolong my Contract, agreeable to my present Proposals; it will be an Inducement to me to keep up such an Establishment as shall prevent those Inconveniences that so often have been felt, by providing against them in future.

Honourable Sir, and Sirs,  
Calcutta, September 20th, 1777. At Your most obedient, humble Servant,  
John T E M P L E R.

John T E M P L E R (Signed) John T E M P L E R

PROPOSALS for completing Three Brigades with Elephants for a Term of Five Years, commencing from January 1st, 1777, and ending January 1st, 1782; the Elephants to be provided at the Expenses of the Contractors, by the Month of December 1779, under Penalty of 1000 Rupees per Month, to be completed by next June, under Penalty of 2,000 Son' Rup', unless prevented by the Orders of the Board.

2d. The Brigade in the Nabob's Service to consist of 70 Elephants, and 3 extra ones, at 70 Rupees per Month, to be completed by the Month of December 1779, under Penalty of 3,000 Rupees, unless prevented by the Orders of the Board.

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3d. The Brigade in the Provinces to consist of 70 Elephants, at 55 Sonaut Rupees per Month, while unemployed on this Side the Carrannassa, and 60 Sonaut Rupees when on Service on this Side the said River; but when on Service on the other Side the said River, to be paid as the other Elephants.

4th. That when the Establishment of the above Brigades are complete the Contractor does engage to keep, at his own Expence, to each Brigade Three Elephants, in case of Emergencies, free of any Charge whatever to the Company.

5. That each Elephant shall be well found and provided with every Thing necessary, and be ready for Service; and to each Elephant, both in and out of the Provinces, shall be kept One Driver and Two Servants; and, except the Expence before mentioned, the Company shall be at no Expence whatever.

6. That no Pay shall be drawn for any Elephants till they arrive at Burrampore, when they shall receive the Pay as before mentioned, from the Day of their being mustered by the Commanding Officer and Commissary of Musters, at whatever Station they may be, whether Burrampore or Dinaopore.

7. That the Bills for the Elephants shall, at the End of the Month, be signed by the Commanding Officer, and then by me transmitted to the Commissary General, for his Audit, and compared with the Commissary General's Monthly Return.

8. That the Bills shall be audited and paid within One Month after Muster, either at Calcutta or any of the other Stations the Contractor may think proper.

9. That every Elephant shall carry Four Commissary Marquees, with the Tent Poles and Pins complete; and in Cases of Emergency shall carry Five, with Tent Poles and Pins complete: If Stores, equal to that Weight.

10. That all Losses by Death shall be at the Contractor's Risque, and not the Company's; that the Company shall be at no Expence in providing the Elephants, but they shall be provided by the Contractor, who shall have sole Liberty, during his Contract, of catching such Elephants as he may have Occasion for, both at Tipperah, Chittagong, and Half the Sylett Elephants, paying every Expence and Charge that may be incurred to the Chief of those Stations when caught.

11. In order to secure the Company the Property of the Elephants at the Expiration of the Contract, the Contractor does engage to deliver every Elephant he may have provided, at the Rate of 1,000 Sonaut Rupees each, to be paid on the Delivery of the Elephants, which will be of the greatest Consequence to the Company, as they will be all completely seasoned, and able to bear Fatigue, and of course must save very considerable Sums to the Company at the Expiration of my Term.

12. As the Time now given me is not sufficient to enable me to carry my intended Scheme of completing the Brigades into Execution, owing to the Wilderness of the Elephants, which are just caught, and will require a Length of Time to tame, I hope the Honourable Board will prolong the Term of my present Contract to Five Years, commencing the 1st of January 1777, and ending the 1st of January 1782; which will enable me to complete every Wish of the Company, and I hope with Credit to myself.

13. That the Contractor shall be allowed such Escorts as are necessary for transporting his Elephants to Camp, and when there, such Guards as the Commanding Officer may think requisite.

14. That if, through the Badness of Roads, forced Marches, or extra Loads, any Elephant shall die, on a Certificate from the Commanding Officer it shall not be deemed a Breach of Contract.

15. The Contractor shall have the Power of feeding his Elephants at such Places as he may think proper, provided he has them ready in case of Service.

16. When any Elephants are wanting for the Use of the Company, the Commanding Officer to send his Orders either to the Contractor, or in his Absence to his Agent, or at least sign the Indent.

17. The Elephants of the Contractor to be employed only on the Service of the Company.

18. The Elephants shall be mustered Monthly by the Commanding Officer and Commissary of Musters at the different Stations.

19. That in future, if any Elephants are wanted for the Service of the Honourable Company, the Contractor does engage to furnish them, on receiving such Notice as the Honourable Board think sufficient, on the same Terms with the present.

20. Provided the Honourable Board approve of the above Terms, the Contractor proposes the present Contract shall be null and void, and a new Contract entered into, for the fulfilling of which the Contractor will give undoubted Security, under any Penalty the Honourable Board thinks proper, for the Performance of his Engagements.

Q. As for short a Term of Mr. Temple's present Engagement has expired, and still  
Q. Ordered, That he be informed that the Board cannot agree to his Application for a Pro-  
longation of it.

*EXTRACT of the Proceedings of the Board of Inspection, the 23d October 1777.*

Re-considered the Contractor for Elephants Letters of the 20th September, and 1st Instant, with the Proposals accompanying the former.

Governor General.  
When Mr. T.

When Mr. Templer's Letters of the 20th of September and 11th Instant were read at the Board, on the 9th Instant, I recommended that the Request contained in them, and the Proposals which accompanied them, should lie for further Consideration, because I was unwilling to give my Consent to extending the Term of a Contract, before I could clearly ascertain the Benefits which the Service might derive from it, or be convinced that the Contractor had a Claim to such Indulgence, from Losses incurred by the faithful Performance of his Engagements; I waited to be fully satisfied on these Points, by a Personal Explanation from Mr. Templer. This Explanation I have obtained; and it appears from it, that Mr. Templer has purchased 168 Elephants in consequence of his Contract, of which he has hitherto been able to bring only 105 into the Pay of the Company; 29 have died, and 34 are yet at different Places, where he has maintained them Nine Months at his own Expence. These and other Causes, as set forth in Mr. Templer's Letters, have already subbiefted him to

very heavy Losses, and many additional ones will be incurred; which are unavoidable in a new System, until it can be completed; and before he can reap the Profit which he might reasonably expect for his Labour and Risque, in a Project calculated for the Benefit of Company, his Contract will expire.

such Embellishments as may fairly arise from their own Inventions, and by compensating them for Losses inevitably sustained in the Service of the State. Upon these Principles, I move, That Mr. Templer's Request for an Extension of the Period of his present Contract be complied with; and that it accordingly be prolonged for the Term of Two Years, that is to say, until the First Day of January 1782.

Mr. Barwell.

I entirely agree in the Governor Generals Reading, and I make no Doubt that in the End this Contract, which throws every Contingency on the Contractor, will be found much more beneficial to the Public than any simple Forage Contract ever made in Behalf of the Company.

**Resolved**, That the Period of Mr. Temple's present Contract be prolonged for the Term of Two Years, agreeably to the Governor General's Motion; and Ordered, That a Clause be added to the Contract, to that Effect.

**EXTRACT** of the Proceedings of the Board of Inspection, the 30th October 1777.

Governor Gálvez

In offering my Opinion upon Mr. Templer's Letters before the Board, I did not advert to the Proposal which is contained in them, for supplying and maintaining the Elephants of the Temporary Brigade. This I regard as a Matter of course; but as no Provision was made for such an Addition to our Military Establishment, when Mr. Templer's Contract was granted to him, and as it remains to be determined what Number of Elephants shall be allowed to that Brigade, I beg Leave to propose that the Establishment of Elephants for the Temporary Brigade be Thirty-five, the Number equal to those of the other Brigades, on a Peace Establishment, as I deem this Number sufficient, from the Nature of the Service on which the Force

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ot that Brigade will be employed; and that a Clause or Appendix be added to Mr. Templer's Contract, obliging him to keep up that Number, and allowing him the same Rates as are allowed for those which are attached to the Brigade in the Field.

Mr. Barwell.

I entirely agree.

Mr. Francís.

Mr. Lem

Leslie should be desired to furnish the Board with his Opinion what Number of Elephants may be wanted, and what may be the cheapest and easiest Method of providing and maintaining them; The Nabob, in all Probability, has several to spare. It may be of Service to Mr. Templer, to catch Elephants in Tipperah and Chittagong, and send them to the Doab and Rohilkund, but it never can be a prudent or thrifty Measure for the Public.—I am against the Proposal: Let it be referred to the Board for their opinion, and if they are of the same opinion, I will not be averse to the proposal, but I will not be bound by their opinion.

## Terms of the Governor-General's Proposal.

of the 19th century, the first to be born in W. Tennessee, became a successful lawyer.

**EXTRACT of proceedings of the Board of Inspection, the 21st November, 1777.**

Read the following Letter from the Contractor for Elephants.

1888 or 1889, and the first of the new species was described in 1890.

To the Honourable Warren Hastings, Esquire, Governor General, and Members of the

the *Journal of the Royal Society of Medicine* (1956, 49, 101-102) and the *Journal of Clinical Pathology* (1956, 10, 251-252).

Honourable Sir, and Sirs,  
I have been honoured with a Letter from your Secretary, acquainting me the Hon.

I have seen no one.....  
Board have been pleased to grant me a Prolongation of my Contract. Permit me to ret-

most grateful I thank, and at the same time to assure your Honorable Son, that the Success of my Undertaking depends on so many unforeseen Circumstances, yet if this is attended with Advantage to the Company, I shall think myself happy in having ca-

The Difficulties to which I shall be subjected, by a Competition with local Influence, me to trouble the Board on One Article of my Requests, very essential to the Success into Execution.

Undertaking; it is the exclusive Privilege of catching Elephants. My Contract obliges me to have a certain Number of those Animals, nor only to c

the Establishment, but to keep it up after it has been completed, however, in  
Chittagong, Tipperah, or Sylhet, interfere with my Object, the Consequence must be,  
instead of supplying myself from the First Hand, I must be compelled to obtain all the El-

through the Provincial Chiefs. This will not only be an Obstacle to my procuring the members I want, but subject me to greater Expense than my own Management would incur.

not to be understood to extend ~~his Privileges and Immunities~~ to  
them, they are wanted on Account of the Company; I mean only to secure myself from the Loss  
and Trouble I should be exposed to, by a Competition with the Provincial Residents and

which I can only avoid by excluding all Interference.

There is likewise another Circumstance, which, though unessential while a recent Knowledge of Facts, & hence my Rights, may be of Consequence hereafter; and I submit it to the Board.

will judge whether it be not proper as well as necessary, to mention it at the Foot of my tract. The Peace Establishment of Thirty-five (35) Elephants to each of the Brigades.

I am, &c.  
**G. T E M P L E**  
(Signed) **G. T E M P L E**  
Calcutta,  
1777.

He has a brother in the Elliptical Room of Fonthill, for Mr. Leubsdorff, *whose* *name* *was* *John* *Leubsdorff*, *and* *whose* *name* *was* *John* *Leubsdorff*.

To Mr. Francis Law, Chief of Chittagong.

Sir,

We direct that you permit and assist Mr. Templer to catch as many Elephants as he may want for the public Service, and that you afford him every Assistance which may be necessary to enable him to complete the Number that he may require. To this Order we enjoin a strict Observance.

Fort William,

the 6th November 1777.

We are, &c.

The Members of the Board having delivered their Opinions in Circulation on the last Paragraph of the Contractor's Letter, they are entered as follows.

Mr. Francis.

Mr. Templer should be satisfied, I think, with the repeated and signal Marks of Favour with which he has been distinguished. After an attentive Consideration of the last Paragraph of his Letter of the First Instant, I declare I do not understand the Meaning or Object of the Request contained therein.

It appears upon the Face of it to imply something rather to his Disadvantage, videlicet: "That he shall be more strictly and expressly bound to keep up the Establishment of Elephants for which he is paid." As it is not, however, common for Contractors to insist on Conditions of this Nature, I conclude the Proposal has some other Tendency, which I am not aware of. I cannot therefore consent to any Alteration in the Contract which has been executed, without the Sanction of Brigadier General Stibbert's Opinion, that it is not prejudicial to the Service.

Mr. Barwell.

I agree to the Request preferred by Mr. Templer, to insert in his Contract the Number of Elephants to be kept up for each Brigade in the Provinces on a Peace Establishment, videlicet: Thirty-five Elephants to each Brigade in the Provinces; how it came to be omitted in his Original Contract I cannot imagine, but certainly it is necessary the Number of Elephants to be kept up by the Contractor should be mentioned in express Terms; and no Member of the Board can be ignorant of the Number of Elephants attached to a Brigade on the Peace Establishment.

Governor General.

It was an Omission; I approve of the Clause being inserted in the Contract.

Resolved, That a Clause be added to Mr. Templer's Contract, specifying the Peace Establishment of Thirty-five Elephants, to be kept up for each Brigade in the Provinces.

Ordered, That the Contractor be informed of this Resolution, and of the Directions sent to Chittagong.

See also *EXTRACT of the General Letter from Bengal, dated 21st November 1777.*

Par. 66. In consequence of a Representation which we received from Mr. Templer, the Contractor for providing and maintaining Elephants, setting forth the Losses to which he had been subjected, and the Difficulties he had experienced, by the Performance of his Engagements with the Company, and claiming our Indulgence for an Extension of the Period of his Contract for the Term of Two Years, by which alone he could expect to be indemnified for his Losses, we were induced to acquiesce in his Request, having Reason to be satisfied of the Justness of the Representation, and desirous of affording Encouragement to a Scheme which appeared calculated for the Benefit of the Company.—His Contract has therefore been prolonged until the First of January 1782.

67. Mr. Templer having also undertaken to supply and maintain the Elephants of the Temporary Brigade at the same Rates as were allowed for those which are attached to the Brigade in the Field, we authorized this Addition also to his Contract: The Establishment has been fixed at Thirty-five the Number, equal to those of the other Brigades on a Peace Establishment, and which we deem sufficient, from the Nature of the Service on which the Force of that Brigade will be employed.

[N<sup>o</sup> 6.]

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EXTRACT

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## EXTRACT Proceedings of the Board of Inspection, the 11th December 1777.

The Clauses directed in Consultations the 23d, 30th October, and 6th November, to be added to Mr. Templer's Contract for Elephants, having been prepared conformable to the Orders of the Board, the same were executed on the 9th instant; and the Counterpart of them transmitted to Mr. Templer for that Purpose.

Ordered, That a Copy of the additional Clauses be entered after the Proceedings.

## Additional Clauses to the Contract for feeding and providing Elephants.

Whereas, since the Date and Execution of the above-written Articles of Agreement, it hath been agreed, by and between the said United Company and the said George Templer, to extend the Term of Years therein mentioned from Three to Five Years, so as to make the same Contract or Agreement expire upon the First Day of January One thousand Seven hundred and Eighty-two; and further, that the said George Templer shall maintain the Number of Thirty-five Elephants for the new-established or Temporary Brigade, at the same Rates as are by the said Agreement stipulated to be paid him by the said United Company for those Elephants which are attached to the Brigade in the Field for the Time being; and that a Peace Establishment of Thirty-five Elephants for each of the Brigades in the Provinces of Bengal, Bahar, and Orissa, shall be maintained and kept up by the said George Templer, during the Whole of the said Term of Five Years as hereinafter is mentioned: Now it is hereby mutually covenanted, concluded, and agreed upon, by and between the said United Company and the said George Templer, That the said within-written Contract or Agreement, and the Covenants, Provisions, and Agreements within contained and expressed, to continue during the Space of Three Years, shall be enlarged, and be and continue for the further Term of Two Years, so as to be extended to Five Years in the Whole, and to continue till the First Day of January, which will be in the Year of Christ One thousand Seven hundred and Eighty-two, and that they the said Parties within mentioned shall and will respectively continue the Payments, and observe, perform, fulfil, and keep all and every the Covenants and Agreements in the said within-written Articles contained, in the same Manner during the further Term of Two Years, and for the full Term of Five Years, as is and are agreed to be done and performed by them and each of them respectively, during the said Term of Three Years within mentioned: And whereas the Number of Elephants to be kept up as a Peace Establishment for the said Brigades within the said Provinces of Bengal, Bahar, and Orissa, is not by the said within Articles clearly and sufficiently expressed, now the said George Templer doth hereby, for himself, his Heirs, Executors, and Administrators, further covenant and agree to and with the said United Company, their Successors and Assigns, That he the said George Templer shall and will, at all Times during the said Space of Five Years hereinbefore mentioned, have ready and fit for the Use of each of the said Brigades within the Provinces, the Number of Thirty-five Elephants for a Peace Establishment for each of such Brigades respectively; and further, that he the said George Templer shall and will, during such Term as aforesaid, maintain and provide an Establishment of Thirty-five Elephants for the Temporary Brigade, now lately formed, and attached to the Service of the Nabob Vizier, upon being paid for the said last-mentioned Elephants at and after the same Rates and Prices as are hereinbefore mentioned, and by the said within Articles is stipulated and agreed to be paid by the said United Company, for the Elephants which for the Time being are attached and belonging to the Brigade in the Field: And the said United Company do hereby further covenant and agree with the said George Templer, his Executors and Administrators, That they the said United Company, their Successors and Assigns, shall and will well and truly pay to the said George Templer, for the Keep Rates and Proportions, and in such and the like Manner, as by the said Articles is mentioned and expressed to be paid for the Elephants belonging to the Brigade in the Field for the Time being.—In Witness whereof the Honourable the Governor General and Council, on the Part of the said United Company, have set their Hands, and caused the Common Seal of the said Company to be hereunto affixed; and the said George Templer hath also set his Hand and Seal, this Ninth Day of December, in the Year of Christ One thousand Seven hundred and Seventy-seven,

Sealed and delivered  
(where no Stamps are in Use,  
or to be had) in Presence of,

EXTRACT of the Proceedings of the Board of Inspection the 30th December 1779.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Board of Inspection.

Honourable Sir, and Sirs,  
I have been favoured with the Extract of the General Letter *per* Barker, and also the Orders of the Honourable Board, that I will give an Answer to the Commands therein contained.  
I hope it will not be thought Presumption in me, if in Reply I humbly state the following Facts:—

I have sustained a Loss of Eighty-two Elephants, purchased last Year at Sylhet, out of One hundred and Twelve, prior to their Departure from that Place, independent of what died on their Way to Burrampore.

I have, since the Commencement of my Contract, purchased at different Places, during the Years 1776, 1777, 1778, upwards of Three hundred and Fifty Elephants for the Use of my Contract, and have never been able to complete the Establishment by Seventy Elephants.

I have maintained never less than One hundred Elephants during the last Two Years, at my own Expence, for the Purpose of completing my Contract, which I hope to do this Year, and have, at the present Period, the same Number in training at Chittagong and Sylhet, independent of those already mentioned, the Charge of which I have paid since last December, and must continue the Charge till their Arrival next June at Burrampore.

All these Facts I am ready to prove by the most authentic Vouchers, whenever the Honourable Board shall please to call for them.

I submit it therefore to the Honourable Board, whether, under these Circumstances, I can consent to be deprived of my Contract, at a Time when I can only expect, during the Remainder of my Term, to be reimbursed the heavy Expence I have been at, relying on the Contract executed and signed by every Member of the Honourable Board.

If the Honourable Board are determined to carry into Execution the Orders transmitted by the Court of Directors, I hope, independant of adhering to that Clause in my Contract, the taking my Elephants, for which I have Claims on me for nearly the Amount, they will also make me such a Compensation as shall seem adequate to the Loss I must sustain. Should this be objected to, I submit my Claim to the Arbitration of any Three Gentlemen appointed by the Honourable Board, without any Person appointed by me.

As a Servant of the Honourable Company's, I am bound in Duty to submit to their Orders; but I hope the Honourable Board will not, in Consequence of that Obedience, suffer me to sustain a Loss, that must nearly prove my Ruin. I have devoted my whole Time and Attention these last Three Years to this particular Employ, and better myself no European in this Country has so much Experience as I have, or has ever done the Company more Justice.

I am, with Respect,  
Honourable Sir, and Sirs,  
Your most obedient

humble Servant,  
(Signed) G. T E M P L E R.

Fort William,

the 15th December 1779.

and the old one, which is now the  
new one, and the new one, which  
is now the old one.

1. What is the best method of teaching mathematics?

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Die Befreiung des Knechtes ist ein Beispiel für die Kritik an der sozialen Ungleichheit. Der Knecht ist ein armer, unglücklicher Mensch, der von seinem Herrn ausgenutzt und unterdrückt wird. Er ist ein Opfer der sozialen Struktur, die ihn in Armut und Elend versetzt. Der Knecht ist ein Sinnbild für die unterdrückten und unterprivilegierten Schichten der Gesellschaft, die in ihrer Existenz bedroht sind. Er ist ein Sinnbild für die Opfer, die die sozialen Ungleichheiten und die Machtmissbrauch der Herrscher auslösen. Er ist ein Sinnbild für die Hoffnung, dass es möglich ist, eine bessere Welt zu schaffen, in der alle Menschen frei und gerecht behandelt werden.

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## Mr. B E L L I' s Contract and Agency.

~~EXTRACT~~ of Bengal Secret Consultations, the 2d December 1776.

General Clavering.

~~THE~~ Court of Directors have been often annoyed with Projects of private Benefit and Jobs; concealed under the Cloak and Appearance of the Public Good, decorated with all the Colours that Artifice, and an affected Zeal for the Company's Prosperity, could give them, that it will not surprise, after their Experience of the Fallacy of them, that they may doubt a little whether the present Project for victualling the Fort, as it is proposed by the Governor General, may not conceal likewise a Job to serve a Defendant.—The History of the last six Weeks would authorize any Suspicion that can be formed, that nothing less than the Company's Interest has been consulted, in the various Measures that have been adopted, whether in this Department, in that of the Revenue, or the Board of Inspection. The Papers which have been laid before the Board by the Governor General, for victualling the Fort in case of a Siege, were prepared by my Orders, and laid by me before the Board of Ordnance, with an Intention that Government should be at all Times informed of the different Articles that were necessary to supply the Fort in case of an Exigency. I did not mean to propose making any immediate Provision of the Articles, excepting of Rice and Firewood, till we had certain and precise Advices of Danger threatening this Settlement; and I had intended that those Articles should have the Commission for laying in those two Articles, should derive his Profit for his Labour on the Sale of One Half of them Annually, and to re-purchase the same Quantity at the proper Seasons for laying in the Supply. I understand, that a Profit might be derived from the Method of selling these Articles when they are at the dearest, and buying when they are at the cheapest, that would sufficiently indemnify the Agent for his Trouble.—Nothing more would be required by this Plan, than to make the necessary Advances for the first Purchase, the Company not suffering any Loss either by the Wasteage of Stores, or by paying a per Centage for the Purchase of them. I shall therefore object for the present to any other Stores being laid in than Rice and Firewood, as well as to any Commission being given to any Body for that Purpose.

~~EXTRACT~~ of Bengal Secret Consultations, the 13th January 1777.

Mr. Francis.

In my Minute of the 4th November, I proposed, that in order to determine the Amount of the Agent's Commission, the Opinion of Persons of Credit, conversant in the inland Trade, and who may have dealt in the several Articles of Supply, and are acquainted with the State and ordinary Fluctuations of the Markets, should be taken. Messrs. Robinson, Kilian, and Croftee, have reported, that 20 per Cent. is a reasonable Commission, and I abide by their Opinion. I did not understand that the Commandant of the Fort was to be Storekeeper, but that Officially there should be some Check and Controul vested in him, to inspect the State of the Stores for the Use of the Garrison under his Command, for the Safety of which he is immediately responsible.

(Signed) P. F R A N C I S.

I abide by the Opinion I have already given on this Subject.

(Signed) R. B A R W E L L.

I shall readily acknowledge I have no longer Cause to complain of the Concieness of the General's Objections to my Plan for victualling the Fort; though his last Minute consists of little more, in Points of Argument, than the former, being chiefly composed of multiplied Invectives, groundless Conjecture, and unfair Insinuation, neither supported by Facts, nor demonstrated by Reasoning. I shall therefore vest the Defence of the Measure on the Arguments I employed in Answer to the General's First Minute, and confine my present Reply to Two Objections brought in his last, principally against the Agent.

The General strongly disapproves of the Agent, because he is not a Servant of the Company, and introduces several invidious Remarks on the Choice being made of my Private Secretary for the Charge of providing the Stores. The Command of the Garrison is vested solely in me, during Times of Peace, and I regard it as a Duty incumbent on me, to keep it in such a State of Security, as to resist at least any sudden Impression whenever a War takes place; hence I conceive the Necessity of keeping up a constant Supply of victualling Stores. The Care and Provision of them is my peculiar Province: I also am responsible for the Consequences; and it is indeed the to delegate the Trust to a Person in whose Integrity long Experience warries my confidence.

[N. 6.]

24 Nov. 50

I am unacquainted with any Law or Instructions restricting my Choice to a Servant of the Company for this Employment. I am concerned, that the General, on this Occasion, compels me to quote his own Example, in the Instance of Captain Webber, who, though no Servant of the Company, who though his Aid de Camp, has been appointed under his Patronage to Posts in the Establishment, formed for the Nabob of Oude, which, if universal Report may be credited, have yielded him Emoluments far more valuable than all the Employments which I have ever bestowed in my Life.—Nothing, in my Opinion, can be more forced or unnatural, than the General's Supposition of a collusive Monopoly of Grain between the Agent and the Aumeens, who are to be sent into the different Districts of Bengal, for Purposes wholly unconnected with every Idea of Trade; and I believe he is the only Person who could have formed such a Suggestion, and produced it as an Objection to my committing the Supply of the Provisions to a Person in my Confidence.

To obviate the ill Effects which the General's Prejudices or Mistakes might create in the Minds of those who are unacquainted with the Nature of these Offices to which he has alluded, and are but too much disposed to look for Abuses in all Authority which they do not understand, it may here be necessary to explain, that the sole Function of the Aumeens is, to compile the necessary Papers of Government, for ascertaining, to the greatest possible Degree of Precision, the true Value of the Lands, in order to form the new Settlement of the Public Revenue. They are invested with no Powers which could give them exclusive Advantages in buying or selling.

A common Gomastah sent under my Influence (if my Influence can give them extraordinary Privileges) could deal on an equal Footing with them; nor is it possible to believe, that, having undertaken a Measure of the last Importance, on the Success of which my Reputation and future Prospects essentially depend, I should increase the Obstacles awfully raised to it by two Members of the Administration, and hazard its Defeat, by divesting the Attention of those employed in the Execution of it, for the trifling Consideration of adding a few Rupees to the Profits of my Secretary.

The Utility or Inutility of the Measure which has given Rise to these Objections and Answers, will be best proved by its Effect; and, that this may be fairly made, I pledge myself that Mr. Belli shall keep exact Accounts of the Purchases, Charges, and Expenditure, of all the Stores committed to his Charge, and I will become responsible for his producing them before the Board, if ever the Court of Directors shall be pleased to order it, and that the Profits arising therefrom shall be paid into the Company's Treasury, and appropriated as they shall direct, if they should not deem them the just Reward of Mr. Belli's Services and Fidelity.

(Signed) **W A R R E N H A S T I N G S.**

The Objections I have made to the victualling the Fort by the Governor General's Secretary, are not, and cannot be answered by him.

The Instance the Governor General brings of Captain Webber commanding a Regiment in the Vizier's Service, is brought to compare with his Secretary having the Appointment of Agent Victualler in the Company's Service. The one is not forbidden by the Company, the other is expressly.

The Board has ordered all the Accounts of Money paid to the Nabob's Officers to be laid before them, when it will appear whether Captain Webber has received more or less than he is entitled to. If the former, I hope he will be punished. I will never protect any Man who is guilty of Malversation or Fraud; and the Governor General know that I even parted with my Banyan on hearing that he had presumed on my Protection, to do an Act which he very well knew was so contrary to my Intentions as the taking a Farm. In regard to the Governor General's malevolent Insinuations of the Emoluments which Captain Webber has received, I must beg the Court of Directors will suspend their Opinion till the Accounts come down. If he may be credited, he is not yet paid what he has disbursed for the Purchase of Horses, and is now very much in Debt on that Account. I beg Leave to assure the Governor General, that I am not singular in supposing the Aumeens may not be so totally occupied with his Accounts as not to have Leisure to give a little Assistance to his Secretary in purchasing his Stores. It is impossible for the Government to know what Powers they may usurp. They only correspond with the Governor General, and are only accountable to him for their Conduct.

(Signed) **J. C.**

All the above Opinions having been received before the Close of the Triton's Packet, the Secretary caused Copies to be prepared and transmitted to the Court of Directors; and mention was made in the General Letter, of the Resolution of the Board to allow an Annual Commission of 30 per Cent. to the Agent on the Provision of the Stores required for the Supply of the Fort.

Agreed, That the above Resolution be now recorded in this Place.

Governor General—I move that Mr. Belli be appointed Agent of Victualling Stores for the Garrison of Fort William, according to the Plan recommended by me on the 4th November.

Mr. Belli—I agree.

General Clive—I object. There is actually a Company's Servant who is nominally in the Regiment of this Office; this Servant, Mr. Johnson, must be first removed before another is appointed.

The Governor General.—I believe there is no such Appointment.

General Clavering.—I move that this Matter be suspended until the Fact be ascertained by the

Secretary.

Resolved; That this Appointment be suspended until the Secretary shall have ascertained whether

Mr. Johnson holds the Office of Agent Victualler by an Appointment of the Board.

*Resolved* to appoint Mr. John Belli to be Agent Victualler.

*Extrac* of Bengal Secret Consultations, the 16th January 1777.

The Secretary having referred to the Consultations for the Appointment of Mr. Johnson to the Office of Agent Victualler, according to the Orders of the Board last Council Day, sent round the following Report.

Having carefully referred to the Records in my Office for the Appointment of Mr. Johnson to the Post of Agent for the Supply of Victualling Stores to the Garrison, I beg Leave to acquaint the Board that no such Appointment appears on the Consultations. The only Proceedings of the Board respecting a Supply to the Fort, before the late Minutes on that Subject, I have extracted, and take the Liberty to circulate with this.

(Signed) J. P. A U R I O L, Secy.

*Extrac* of a separate Consultation in the Secret Department, on Captain Lockhart Russell's

*Return from Madagascar*, with Intelligence dated 2d November 1771.

The Board are of Opinion, that the Military Committee should be desired to direct Colonel Campbell to commence these Works (proper Magazines for Stores and Provisions for a large Garrison) with all Expedition which the Stores and Materials in Hand will admit of; and furthermore, that the Governor be desired to take such Measures for securing a Supply of necessary Provisions for the Place as may be calculated for the Subsistence of a Garrison of Ten Thousand Men for three Months; that every Article of Provision, which may be esteemed soon perishable, should be sold every Six Months, and a fresh Supply laid in Store.

It having been agreed to appoint Mr. John Belli to the Post of Agent for the Supply of Victualling Stores to the Garrison of Fort William, his Appointment was accordingly signified to him, and issued in General Orders.

Read the following Letters from the Agent Victualler.

To J. P. Auriol, Esquire.

Sir,  
I have been favoured with your Letter of this Day's Date, transmitting to me my Appointment of Agent for the Provision of Victualling Stores for the Garrison of Fort William; together with a Copy of the Plan for the Execution of that Duty, and the Commands of the Honourable the Governor General and Council relating to it: In obedience to which, I shall furnish the Musters as soon as possible, and diligently and strictly execute the Trust with which the Board have been pleased to Honour me.

Fort William,  
13th January 1777.

To J. P. Auriol Esquire.

Sir,  
In Obedience to the Commands of the Honourable the Governor General and Council, communicated to me in your Favour of the 13th Instant, I herewith send you Musters of the different Kinds of Grain specified in the Indent, with the Market Prices of each Sort marked on each particular Paper. Musters are also sent of Sugar, Salt, Madeira Wine, Arrack, and Vinegar, and of Ghee and Oil.

If the Board approve of these Musters, and fix on the Qualities it is their Pleasure I should furnish, the instant I am acquainted with their Determination I shall begin my Purchases; for which Reason I should be glad, when I receive Intelligence of it, to be favoured with an Order for the Advance of Money.

Fort William,  
15th January 1777.

P. S. Enclosed is a List of the Articles accompanying this, with their Market Prices. I have not sent in Musters of Straw, Beef, Pork, Fish, and Firewood, because there is but One Standard for these Articles, namely, the best that can be got, and I therefore thought it would only be giving the

Honourable the Governor General and Council an unnecessary Trouble to examine them.

I am &c.  
(Signed) JOHN BELL.

*Extrac*

## EXTRACT of the General Letter from Bengal, dated the 10th December 1784.

Par. 62. The Contract for Victualling the Garrison expiring on the 4th October last, we adverted to the Necessity of appointing a proper Person to receive Charge of the Depot Mr. Belli was engaged thereby to make, at the respective Periods on which the several Branches of it should be deliverable, and accordingly invested Mr. R. C. Plowden with this Charge, allowing him a Commission of 8 per Cent. on such Purchases and Sales as he might hereafter think proper to direct. For our Minutes, constituting this Appointment, we beg to refer you to our Consultations, 21st September 1784.

63. We have the Pleasure to acquaint you, that the First Sales took place on the 2d Instant according to the Mode prescribed in the Consultation above referred; and, in Justice to Mr. Belli, we deem it incumbent on us to state the Amount for which the above Articles were laid in by him; viz.

And the Amount of their Sales A R<sup>o</sup> 26,950

45,252

Such an Instance of Integrity, as is proved by the above Difference, which becomes a clear Profit to the Company, deserves our highest Encomium.

COP<sup>R</sup> of proposed Paragraphs to Bengal, as approved by the Board of Commissioners.

76. We have taken a View of your Proceedings since the Expiration of the Contract with Mr. Belli, relative to keeping up a Depot of Victualling Stores in the Garrison of Fort William—and most heartily concur with you in applauding the Conduct of Mr. Belli, whose Fidelity and Affability in the Discharge of his Duty is fully proved by the Circumstances brought forward to our Notice in the 63d Par. of your General Letter of the 10th December 1784.

77. We agree with you in the Necessity of keeping a regular and continued Supply of Provisions at Fort William, to answer any particular Emergency; at the same Time we wish to render the same as little expensive as possible. We conceive that the Frugality or Exorbitancy of that Expense, depends in a great Measure on the Mode in which those Supplies are provided. We see no Reason to doubt that the Measures you have taken, as stated in your different Letters and Communications, have been directed to that Object; but as you observe that a Reduction of the former Expense in supplying Fort William with an Annual Stock of Provisions, can only be made by regular and gradual Experiments, we expect, now that you have had the Benefit of more Experience, and have examined the Subject to the Bottom, you have come to a Decision upon it, and will with your first Convenience report it to us, together with the Reasons which have induced you ultimately to form that Decision.

78. One Observation it is impossible for us not to make, upon the Whole of what you have laid before us.—The Garrison Storekeeper is not only to receive a Commission of 8 per Cent. on furnishing the necessary Articles, but also a like Commission on such Stores as it may be deemed necessary to dispose of; we are therefore naturally led to ask, Wherewith is the Check established, either to prevent his not urging you to purchase, from Time to Time, a greater Quantity of Stores than may be really necessary, or in the proper Care of the Stores when purchased, so as that they may not be again disposed of, or growing unserviceable, before it would be otherwise necessary so to do?

79. By this Observation, we do not mean to cast the most distant Reflection on the Conduct of your present Garrison Storekeeper Mr. Plowden; we only wish to draw your Attention more closely to the Subject, which we hereby direct you to revise, with a Reference to our former Sentiments thereon, as contained in our General Letter of the 23d December 1778.—And, as the keeping a constant Supply of Provisions, sufficient for the Support of 3000 Europeans, and 9000 Native Troops, for Three Months, must unavoidably be attended with no inconsiderable Expense, such a Mode must be adopted, whether by Contract or otherwise, as will confine that Expence within the narrowest Bounds, consistently with the Good of the Service to be performed.—We are furnished with a regular Estimate of the Quantity of Provisions necessary to form this Depot, but are unacquainted with the actual Charges thereof (though we observe General Clavering estimated them generally, in January 1777, at Three Lacks of Rupees) which we hereby direct may accompany your Advices on this Subject, so soon as the same shall have undergone the Revision herein recommended.—A correct Knowledge of this Expence will likewise enable us to judge of the Reasonableness of Unreasonableness of the per Centrage now given to the Storekeeper, of which we are not at present competent to form an accurate Opinion; though we are inclined to think that 8 per Cent. is too high a Commission, and that 5 per Cent. would be amply sufficient.

For the same Reason, you might Rate to us the yearly Average Produce of such of the Stores as are from Time to Time required, upon the same 5 per Cent. Commission, and 8 per Cent. on the

amount subsisting in addition to the quantity required for the same Period.

MARINE

# M A R I N E C O N T R A C T.

*EXTRACT of the Proceedings of the Board of Inspection, the 14th August 1777.*

**R E A D** the following Letter from the Master Attendant.

To the Honourable Warren Hastings Esquire, Governor General, &c. Members of the Board of Inspection.

Honourable Sir, and Sirs,

The Marine Contract having expired, and the present Disbursements of my Office being defrayed only from Month to Month by Permission of the Board, I am induced to make a Tender of my Services for again conducting the Business of my Department, and encouraged to hope that this Proposal may be favourably received.

I beg Leave in the following Representation to submit my Pretensions to the Honourable Board. At the Time the Members of the late Administration were employed in taking Measures for regulating the Offices at the Presidency, I was directed to give in an Abstract of the Disbursements of my Office for Three Years back, stated in such Manner as would enable the Board to decide with Precision on the most eligible Mode of reducing the Expences of the Marine.

I embraced that Opportunity of offering a Plan for defraying the whole Charge under Contract, at a fixed Annual Sum, so considerably less than what the Service had before stood the Company, that the Board of Inspection, having come to the Resolution of adopting my Plan, thought proper to give me a Preference in the Abstract, and upon my Acceptance, resolved that the Agreement should commence from the 1st May 1774, to continue for Three Years; all of which will appear in the Resolutions of the Board of Inspection of the 21st and 28th of April 1774.

Commencing my Engagements at the only Season of the Year when the Pilot Vessels can be spared for the Purpose of receiving their annual Repairs and Outfit, I was under the Necessity of expending a large Sum of Money in supplying them with Sails, Rigging, and Stores, in sheathing Three of them, and providing them with Boats and Water Casks, and in laying Buoys for the whole Year, exclusive of the Expence of upholding the Vessels, particularly in Anchors and Cables, during the most chargeable Months in the Season.

On the 1st October following I was deprived of my Contract; and, as the Sum which I agreed for was paid me in equal Monthly Proportions, I was thus subjected to a heavy Loss, which, had the Contract been continued to me, would have been counterbalanced by the Allowance I should have received during the remaining Months of the Year, when the Expence of the Marine is comparatively much smaller. To enable me to fulfil my Engagements, I had also provided large Quantities of Stores, which were purchased at Prices 20 per Cent. higher on an Average than the present Rates. To this Two Years Interest, or 20 per Cent. may be added; and as these Stores were calculated for the Use of the Pilot Vessels only, and therefore unfit for the Demand of the Shipping, a great Part of them still remain on my Hands, without any Prospect of my being able to dispose of them, until your Honourable Board are pleased to afford me an Opportunity of issuing them for the Purpose for which they were purchased.

From all these Circumstances, the Board will be able to form some Idea of the grievous Loss I have sustained, and which I ought not to have suffered, as it was not brought upon me by any Failure on my Part, or by Breach of any Covenant I had entered into.

Having hitherto received no Compensation for these unmerited Losses and extraordinary Charges, I am led to hope, that the Board will be pleased to approve of the Offers of Service which I now make; viz.—To defray the whole Charge of the present Marine Establishment at the same Expence which that Service has stood the Company during the Period of the last Contract, and under the same Conditions, on receiving back the Pilot Vessels (agreeable to the Inventories which were delivered in to the Board) in that State in which the late Contractor is, by his Engagements, bound to deliver them.

To obviate any Objections which may arise, on account of the precarious State of Health to which I have by repeated Attacks of the Gout been reduced, after a Residence of Thirty-six Years in the Country, the greatest Part of which I have spent with Honour and Credit, in the Service of the Company, I propose availing myself of the Services of Mr. F. Doveton, in the Management of the Business, for whole good Conduct, from the Proofs he has given of his Knowledge and Activity in Maritime Affairs, I may

I may safely venture to pledge myself.—Should this Proposal meet with the Countenance of the Board, I beg Leave to solicit, that the Contract may be made out in our joint Names, that both of us may become responsible to the Company, and that the Board may be satisfied of my having a capable Person to transact the Business, at the Time I may, from Sicknes, be unable to attend to the Detail of the Service.

I am, with great Respect,

Calcutta,

27th February 1777.

Agreed, That the Master Attendant's Letter do lie for Consideration.

Your most obedient and most humble Servant,  
(Signed) H. W E D D E R B U R N,  
Master Attendant.

*EXTRACT of the Proceedings of the Board of Inspection, the 23d October 1777.*

The Master and Deputy Master Attendants send in the following Proposals for the Marine Contract.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Board of Inspection.

Honourable Sir, and Sirs, The Marine Contract having expired the 1st of September last, and the Disbursements of the Marine being defrayed only from Month to Month, by Permission of the Board, we are induced to make a Tender of our Services for conducting that Business, by Contract, for Two Years, to commence from the 1st of November next, on the same Terms as it is held by the present Contractor.—Should this Proposal meet with the Approval of the Board, we beg leave to solicit that the Contract may be made out in the joint Names of Henry Wedderburn, and J. Sampson, that both of us may become responsible to the Company.

Calcutta,  
the 22d October 1777.

Your most obedient humble Servants,  
(Signed) H. W E D D E R B U R N,  
J. S A M P S O N.

The Comptroller of the Offices submits to the Board the following Letter, which he has just received from the Marine Contractor to Philip Francis, Esquire.

Honourable Sir,  
I have this Moment been alarmed with a Report, that the Board intend taking away my Contract To-day.

I think it my Duty to inform you, as Comptroller of the Offices, that I considered the Board's last Letter, of the 14th of August, as a Confirmation of the Continuance of the Contract for at least the Third Year; and consequently have made very large Contracts and Purchases of Stores, advanced considerable Sums to Tradesmen, made Advances for Two or Three succeeding Months, in Stores and Wages to several of the Vessels, and even fitted out the Caranja Schooner (in the Room of the Comet) for a Voyage of Twelve Months, authorizing the Commander to purchase and draw upon me, for any Sums of Money he may want, on account of the Vessel. The Necessity of taking these Things into Consideration will, I hope, excuse this Intrusion; being, with utmost Respect,

Calcutta,  
the 23d October 1777.

Ordered, That the foregoing Proposals, and Letter, be circulated for the Opinions of the Members of the Board, upon them.

*EXTRACT of the Proceedings of the Board of Inspection, the 30th October 1777.*

The Proposals of the Master, and Deputy Master Attendants, and the Letter from the Marine Contractor, recorded the 23d Instant, having been circulated according to the Orders of the Board, together with the following further Letter received the next Day from the latter; the Opinions of the Governor General and Mr. Francis, upon the Subject of these Papers, are hereafter entered.

To the Honourable Warren Hastings, Esquire, Governor General and President, &c. Members of the Board of Inspection.

Honourable Sir, and Gentlemen,

Understanding that Proposals have been tendered this Day to the Honourable Board, by Mr. Henry Wedderburn and Mr. John Sampson, tending to take away the Marine Contract, which I have had the Honour of holding since the 1st of September 1775, to the present Period, I cannot, in Justice to my own Character and Credit, remain a silent Spectator; I must, therefore, beg Permission to say, that from the following Paragraphs of the Board's Letter to me of the 24th August 1775, and the subsequent Letter of the 14th August 1777, together with the Comptroller's Letters of the 29th August and 4th September 1777, I naturally concluded, that the Continuation of it, for this Third Year, was past a Doubt confirmed to me.

August 24th 1775. " The Board have received your subsequent Address to them of the 24th instant, desiring a Prolongation of the Contract to the Term of Three Years; and I am directed to inform you, in Answer, that it is the present Intentions of the Board to continue the Contract in your Hands, provided you give Satisfaction in the Execution of your Engagements during the Term of the first Year; and it should appear, upon Trial, that this Mode of conducting the Marine Service is most advantageous to the Company, and is not disapproved of by the Court of Directors; but they think it unnecessary to make this an Article in the Contract."

(Signed)

ISAAC BAUGH,

Secretary.

Under Date the 4th July 1776, the Month before the first Year of my Contract expired, I applied for a Confirmation of the Continuation of my Contract for the succeeding, Second and Third Years, agreeable to the Terms of my Proposals.

Under Date the 26th September following, I repeated my Application, transmitting Certificates, signed by the Officers in the Master Attendant's Office, as well as every Pilot and Master in Charge of every Vessel, declaring the Manner in which I had executed the Trust that had been reposed in me by the Honourable Board. Copies of these Two Letters accompany this, and the original Certificates are in the Office.

With my Letter to the Honourable Board of the 14th August last, I transmitted Certificates, precisely similar to those delivered the preceding Year, testifying the Manner in which I had conducted the Business of the Marine Contract the Second Year, which the Honourable Board, in their Letter of the same Date, acknowledge to have received, as also the Two former Letters, in the following Words.

14th August 1777. " Your Letters to the Board, under Dates the 4th July and 26th September 1776, with the Enclosures in the latter, were duly received."

(Signed) ISAAC BAUGH,

Secretary.

In the Comptroller's Letter of the 29th August 1777, he acknowledges Receipt of my Proposals for the Two new Schooners, and fixes the Rates agreeable to the Terms prescribed by the Honourable Board, in Proportion to the Terms I held the Vessels for the first Year of my Contract, which, for the Reasons therein set forth, I accepted of, and have drawn for them in that Proportion, accordingly, for the Months of September and October.

In the Comptroller's Letter of the 4th September 1777, he approves of my Proposals for continuing the Comet Sloop on the Terms of my Contract, during her Voyage to Suez; and consequently that Vessel was completely fitted out for a Voyage of Twelve Months, with every Species of Stores, that it was possible for her to want for that Period; her Lascars, who were included in my Contract, were paid for Months in Advance by me, and the Commander authorized to purchase every necessary Store he should want, which was procurable in any Port he should go to, with a Power to draw Bills upon me for the same. When the Comet was set aside, and the Caranja Schooner ordered in her Room, every Kind of Store was turned over to her, and an additional Quantity added, for her to perform the Voyage.

Under all these Circumstances (not to mention the repeated verbal Approval of the Honourable the Governor General, and every individual Member of the Board of Council expressing their entire Satisfaction with the Manner in which I had conducted the Business) I confess I thought myself fully secured in the Continuation of the Contract for this Third Year at least; and in Consequence have made very large Purchases of Stores, and entered into Engagements and Advances of Money to Tradesmen, for the better performing the different Parts of the Contract, as well as having supplied several of the Vessels with extra Stores, and Advance of Wages to the Lascars, as it was required by the Master Attendant or his Deputy, in consequence of his Orders for the Vessels Stay in Balasore Roads; and still flattered myself that, when the Honourable Board consider these Circumstances

to be such as to render a sufficient and just Basis for their Action.

fully, they will agree in Opinion with me, that Proposals cannot be received till the Expiration of the present Year of the Contract, without a Breach of their express Engagements of the 24th of August 1775.

The unwearied Application and constant Attention which I have kept up in due Execution of my Engagements, with the several Proofs I have given, induces me to hope it will be remembered by the Honourable Board, so as to entitle me at least to the Continuation of my Contract to the Expiration of the Third Year; when, if it should please the Honourable Board to receive any new Terms or Offers, I shall then hope that my long and faithful Services to the Honourable Company will entitle me to equal Encouragement with any other Person who may offer. But if it is your Determination to take the Contract from me, permit me to remind you, that in the Terms of your Letter of the 24th of August 1775, I most expect that all my Stores are taken off my Hands, and that I am fully reimbursed every Advance I have made, and all Damages which I may sustain by thus suddenly taking the Contract from me, without previous Information or Advertisement, notwithstanding the Proofs I have given of the constant Application which I have paid to the due Execution of my Engagements in all its Parts.

Fort William,  
the 23d October 1777.

I am, &c.  
(Signed) PAGE KEBLE,  
Marine Contractor.

Board of Inspection, 28th October 1777.

Governor General,

Mr. Kebble, in his Letter to the Comptroller of the Offices, alledges, that he considered the Board's last Letter, of the 14th of August, as a Confirmation of the Continuance of his Contract for at least the Third Year.—In his Letter to the Board of the same Date, but apparently written after the first-mentioned, he quotes the same Authority; and adds to it, that of the Letter of the Board, dated the 24th of August 1775. He further supports his Pretensions by a Reference to Application made by him, for the Continuation of his Contract for the Second and Third Years, on the 4th of July and 26th of September 1776; to the Secretary's Acknowledgment of the Receipt of those Applications; to the Acceptance of his Proposals by the Comptroller, on the 29th of August last, for the Two new Schooners; and on the 4th of September last, of his Proposals for continuing the Comet Sloop, on the Terms of his Contract, during her Voyage to Suez; to the subsequent Provision made for the Caranja in Place of the Comet, and to the verbal Approval and Satisfaction expressed by myself, and every Member of the Board, with the Manner in which he had conducted the Business; to his unwearied Application and constant Attention; and to his long and faithful Services: I shall offer a few Remarks upon each of these Arguments, taking them in the Order which they stand in his Letter.

The Secretary's Letter to Mr. Kebble, dated the 24th of August 1775, expresses the actual Intention of the Board to continue the Contract in his Hands, provided he gave Satisfaction in the Execution of his Engagements during the Term of the Fifth Year, and it should appear, upon Trial, that this Mode of conducting the Marine Service was most advantageous to the Company, and not disapproved of by the Court of Directors. Whether the First Condition has been fulfilled I will not pretend to say. With respect to the Second, I am clearly of Opinion, that this Mode of conducting the Marine Service is not advantageous to the Company. If I may trust to the Representations which have been continually made to me in the Course of these last Two Years, they afford me Grounds for the Belief, that the Pilot Service, altogether, has scarce at any Period of Time been worse conducted. I do not ascribe this to Mr. Kebble, because I am thoroughly convinced of his Prudence, Attention, and Activity, but to the total Deprivation of the Credit and Authority of the Master Attendant, by throwing the proper Business of his Office into an irregular Channel. The Charges and Recriminations which appear upon our Proceedings from Mr. Wedderburn and Mr. Kebble, are undeniably Proofs of this Assertion. I ventured to foretell these Consequences when Mr. Kebble's Proposals were first offered to the Consideration of the Board, as appears in my Minutes of the 10th of August 1775; which I desire may be here recorded, as I still adhere to the Opinions they contain; and they are equally applicable to the same Subject, now brought anew before the Board.

After the Opinions given by me so pointedly against granting the Contract for keeping the Marine in Repair, to the Naval Storekeeper, and for giving it to the Master Attendant, without any Circumstances to induce me to alter those Opinions, it would be inconsistent in me now to propose, that it should be renewed to the Naval Storekeeper in preference to the Master Attendant.

With respect to the Third Condition, the Court of Directors have not yet taken any Notice of the

<sup>Committee</sup>

<sup>not to hold a meeting till the 28th October 1777.</sup>

I am surprised that Mr. Kebble should quote the Resolution of the Board, of the 14th August last, as an Engagement for the Continuance of his Contract; to which, if I recollect the Subject, it had no Kind of Relation, but expressed only their Intention with respect to the Races at which his Bills should be drawn out for the past Year.

It is strange that Mr. Kebble should construe his own Applications, unanswered by the Board, into an implied Acquiescence with his Proposals for the Continuation of his Contract.

Mr. Francis can best explain his Intentions in accepting Mr. Kebble's Proposals for the Two new Schooners, and for supplying the Comptroller her Voyage to Suez; but, from Mr. Kebble's own Reference to these Circumstances, it only appears, that particular Services required were to be performed on the Terms of his Contract, whilst it subsisted, and has not the smallest Allusion to an Extension of it.

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I am sorry that I cannot admit of the Merit which Mr. Keble claims from fitting out the Comet and Caranja. On the contrary, I have great Reason to complain of his Conduct in this Instance. After having fixed on the Comet for carrying the Dispatches to Suez, at his Recommendation, contrary to the Opinion of every other Person whom I afterwards consulted, and contrary to the Opinion of the Carpenter who built her, and declared that many other Vessels were much better adapted to the Voyage; she was so negligently repaired, that she sprung a Leak before she could get out of the River; and not only the Expedition must have been frustrated, but many Lives would, in all Probability, have been lost, had the Accident happened later, and at Sea.

I dislike References made to verbal Declarations, which admit of such various Constructions. I do not recollect having ever expressed my Approval of Mr. Keble's Conduct, in Terms applicable to his Performance of his Contract; although I have been pleased with the clear Method in which he stated and explained his Accounts, and have probably expressed myself so. Without depreciating the long and faithful Services which Mr. Keble urges, Captain Wedderburn has, I believe, served the Company upwards of Thirty Years; and on this Consideration, if this Consideration has any Weight, his Pretensions are superior to Mr. Keble's, who may be regarded as a new Man compared to him; nor do I know that Mr. Wedderburn's Fidelity was ever in the smallest Degree impeached. For these Reasons, I must reject the Proposals offered by Mr. Keble for the Renewal of his Contract, and recommend it to the Board to accept those of Messrs. Wedderburn and Sampson.

(Signed) WARREN HASTINGS.

Governor General.

" I am of Opinion that the Naval Storekeeper may, consistently with the established Rules and Interest of the Service, contract to supply the Naval Stores; because the Master Attendant will be the proper Check to prevent his supplying bad Stores. I think that the Master Attendant cannot, consistently with the Interest or Rules of the Service, be the Contractor for supplying those Stores, but I should approve entirely of allowing him the Contract for keeping the Marine in Repair, at the fixed Expence; because the Terms of such a Contract will be simple, and will scarcely require Checks. He must always have a certain Number of Pilot Vessels, fit for Service, cruising in the River, and must bring Vouchers for their being so employed. It will be of no Consequence, in that Case, how they are manned or stored, or in what Condition they are. Such a Contract will have this Advantage over the usual Mode, that the whole Expence of the Marine will be fixed at a certain Sum, and cannot exceed it, whereas in every other Way it is indefinite. I am of Opinion also, that the Naval Storekeeper cannot with Propriety hold such a Contract: Although Mr. Keble, who at present fills that Office, is amply qualified for it, yet it is totally foreign from the Business of that Department, and would be such an Encroachment on the Office of the Master Attendant, that it would breed perpetual Contest between them, by which the Service would be much injured. The Sum of my Opinion is, that the Naval Storekeeper may be admitted to contract to supply the Stores, the Master Attendant to keep the Marine in Repair."

Governor General.

" I am clearly for Captain Wedderburn's Proposals, understanding Mr. Cuming to be included in them, as I do not think a Contract of that Consequence should rest either on the Attention or the Life of one Man. I have already given my Opinion clearly, against granting the Contract in this Mode to the Naval Storekeeper; although I should have given him the Preference to any other for the Contract for supplying the Stores. I foresee infinite Evils attending the Contract, as it is now proposed to be granted to Mr. Keble, from the Competitions between him and the Master Attendant, and Officers of the Marine Yard; for which Reason I still hope that there is an Opening left for some Accommodation between them."

Given in the City of London Board of Inspection, 30th October 1777.

Mr. Francis.

If the present Question were entirely new, and if the Board were not bound by any Engagements to Mr. Keble, I should content myself with delivering the same Opinion which I gave on the 10th of August 1775, on this Subject—" That the Preference ought to be given to Mr. Keble, because there would then be a Check, on the Part of the Master Attendant, over the Execution of the Service, which would not exist, if the Master Attendant himself were the Contractor." To this Argument, which is of a general Nature, I must add the particular Circumstances in which the Contract stands at present. The original Declaration of the Board to Mr. Keble was, " That they would continue the Contract in his Hands, provided he gave Satisfaction in the Execution of his Engagements during the Term of the first Year."—It is to be presumed that he did so, or the Board would have expressed their Satisfaction to him, and deprived him of the Contract at the End of the first

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or second Term. If it be true, "That the Pilot Service altogether has, scarce at any Period of Time, been worse conducted," (which I do not dispute, not knowing how it may have been conducted in former Times) the Fault is no Way to be attributed to Mr. Keble—The Pilots are not under his Command, nor is he in any Sense answerable for the Conduct of that Service.—He has nothing to answer for but the Repair of the Vessels (the Necessity of which is to be formally notified by the Master Attendant) the regular Supply of Stores, and the punctual Payment of the Officers and Men.—If the Pilot Service had ever been delayed or obstructed by his Neglect in any of these Branches, I presume the Master Attendant would not have failed to inform us of it. I am unwilling to press this Argument as far as it would go, because I have a high Opinion of Captain Wedderburn's Experience and Knowledge in his Department, and regret that his Health will not, at all Times, permit him to attend to the Detail of it. I can never admit that the supplying the Marine with Stores, &c. is the proper Business of his Office, or that he has lost any Authority by not being entrusted with it. It seems rather to be his proper Business to superintend and check the Performance of that Part of the Service, and to take Care that equal Justice is done to the Company, and to their Marine; which cannot reasonably be expected from any Officer, if the Service and Control of it be united in his Person.

Mr. Keble's Proposals for the Two new Schooners were accepted by the Board on the 14th of August. My Instructions to him were only an Official Act, done in Consequence of that Acceptance, and to carry the Resolution into Execution. The Terms for supplying the Comet for her Suez Voyage were settled between the Governor and Mr. Keble. I was not previously consulted, and gave my Assent, merely as a Member of the Board, to a Transaction already agreed on. With respect to the Schooners, I think they must follow the Fate of the Contract. The Vessel sent to Suez is on a distinct Footing—the Service being extraordinary, and particular Terms fixed for it. I did not understand that the Governor fixed on the Comet at Mr. Keble's Recommendation; but if he did it, contrary to the Opinion of every other Person, whom he *afterwards* consulted. I think Mr. Keble has Reason to regret that those Persons, particularly the Carpenter, were not consulted sooner. Mr. Keble could have no Motive for recommending this Vessel, in preference to any other, if he had not thought her capable of the Service. The Accident of her springing a Leak, I believe is no Proof that she was not in good Repair; at all Events, it was the Duty of the Master Attendant to report the State of the Vessel; and this appears to have been the Opinion of the Board on the 18th of last Month, when the Secretary was ordered to write to Captain Wedderburn in the following Terms: "I am directed by the Governor General and Council, to express their Surprise that you should have recommended the Comet, a Vessel which appears to be unfit for the Service required, especially at this unfavourable Season of the Year." His Answer is, "My Motive for recommending the Comet proceeded from my Knowledge of her being, not only a light, strong Vessel, but because she failed well upon a Wind, and was therefore fit for going upon any Voyage whatever."

"The Circumstance of her springing a Leak is an Accident of that Kind, which sometimes happens to the best and strongest Vessel.—The Comet was brought on Shore, and fitted out for the Season the latter End of June, at which Time she received in every Respect a thorough Repair: I must on this Occasion do Mr. Keble the Justice of remarking, that no Attention was on his Part wanting to see her properly fitted out; and if the Leak had been of such a Nature as to have admitted of a Discovery before she left Town, I am convinced the Carpenter whom he employed, (and who is thoroughly competent in his Business) would have found it out."—No Evidence in Mr. Keble's Favour can be stronger than that of Captain Wedderburn. If these Considerations should not have the same Weight with the Board they have with me, I must beg Leave to remind them, that the Contract is not liable to be dissolved at any Point of Time whatever, at our Discretion. If the Board had determined not to continue the Contract to Mr. Keble for a third Year, he had a Right to expect Notice of our Intentions, some Time before the Expiration of the Second; not having received such Notice, and Three Months of the Third Year being actually elapsed, he had Reason to conclude, that he was to hold it till the Expiration of the current Year, or Third Term. I take for granted he has purchased Stores, and taken other Measures necessary for the Performance of his Engagements, the Term of which is Annual; and cannot, I believe, by Law be dissolved in the Middle of any One Year, merely at the Discretion of one of the Parties. If I am right in this Opinion, Mr. Keble will, I suppose, commence a Suit against the Company, for the Damages he may sustain by our depriving him of the Contract at this Point of Time: I will not be accessory to our involving the Company in this Expence; and if the Question be carried shall enter my Difficult against it.

(Signed)

P. FRANCIS.

The following further Minutes are now delivered.

Governor General.

The Comet was recommended both by Captain Wedderburn and Mr. Keble. As soon as I heard the Opinions which were formed of the Unfitness of that Vessel for her intended Voyage, I mentioned them to Mr. Keble, proposing to make choice of another in her Stead; but he gave me such strong Assurances of her being a proper Vessel for that Service, that, on the Strength of them, I suffered her to be fitted out, without further Notice.

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The Objections made to the new Contract will equally apply to many others; I believe, almost to every other which has been granted in the Course of the last Three Years, as the old Contract has generally been allowed to run on beyond the contracted Time, and the new Contract has as often taken place without waiting for the Conclusion of another Year. Mr. Keble may, if he pleases, appeal to the Law; I have no doubt that he will, when he knows that such is the Expectation of One of the Members of Government.

Mr. Barwell.

The Proposals which are mentioned in the Secretary's Circular Note, I desire the Secretary will inform me, whether I am to understand that Captain Wedderburn means to withdraw.

The Secretary.  
—The Month of February last Proposals were delivered in by Captain Wedderburn for vindictive

IN THE BUSINESS OF

In the year 1800, I came, I suppose, into Captain Wedderburn's hands, the Business of the Marine Department, 'by Contract, jointly with Mr. Doveton—These did not come before the Board till August following; and it was then judged proper to postpone the Consideration of them till a future Period, as appears by the Resolution of the Board, on the 14th of that Month. An Application was made to me by Captain Wedderburn, a few Days before the Receipt of the Proposals tendered to the Board on Thursday last, by himself and Mr. Sampson, desiring to withdraw those in which he was joined with Mr. Doveton, and it is these Proposals which are alluded to in my Circular Note quoted by Mr. Barwell. It must be Captain Wedderburn's Wish to withdraw them, or I presume he would not have made the Application, or delivered in subsequent Proposals; but they were not returned to him, for the Reasons assigned in my Note, which I beg Leave to transcribe in this Place.

“ The Secretary begs Leave to inform the Board, that he received an Application, a few Days ago, from the Master Attendant, to withdraw his Proposals No. 6, but as there were

from the Master Attendant, to permit him to withdraw his Proposals No 3; but, as they were upon Record, he could not comply with the Master Attendant's Request.—Had the Proposals not been " upon Record, he should not have thought himself at Liberty to have returned them, without the previous Authority of the Board."

As the Proposals had been recorded upon the Proceedings of the Board, and a Resolution had

paid for suspending the Consideration of them, I thought it incumbent upon me to point them out to the Notice of the Board, and at the same Time to communicate to them the Application which had been made to me, but not with a View of bringing the Proposals before the Board for their Consideration.

Mr. Barwell.  
I have alw

Competition of Interests. Mr. Kebble has hitherto prevailed in the Contest, and has enjoyed all the Benefits that were formerly annexed to the Office of Master Attendant, excepting the small and trifling Advantage derived by the Master Attendant from the Privilege of sweeping the River for Anchors. Regarding it in this Light, and regarding the Governor-General's Motion simply to mean the Restoration of those Rights to Captain Wedderburn's Office, of which it has been deprived for upwards of Two Years, I acquiesce to the Motion.

Resolved, That the Proposals of Captain Wedderburn, the Master Attendant, and of Mr. Sampson the Deputy Master Attendant, for contracting for the Expences of the Marine Department, for the Term of Two Years, to commence from the First of the ensuing Month, as contained in their Letter of the 22d Instant, be accepted, and that they be called upon for their Securities.

Ordered, That Mr. Kebble, the present Contractor, be informed of this Resolution, and directed to deliver over Charge on the First of November.

Mr. Francis

*EXTRACT of the Proceedings of the Board of Inspection, the 15th January 1778.*

Read also the following Letter from the late Marine Contractor to the Honourable Warren Hastings Esquire, Governor General and President, &c. Members of the Board of Inspection.

Honourable Sir, and Gentlemen,  
The present Marine Contractor having agreed to take the remaining Balance of Stores, agreeable to a List delivered in, amounting Exclusive of Interest from the 20th November, 18 Current Rupees

75,970. 10. 6, I shall esteem myself greatly obliged by the Honourable Board's advancing me 50,000 Arcot Rupees until the Stores are delivered over, and a proper Receipt returned for the same.

I have the Honour to be, with the most Respect,

Honourable Sir, and Gentleman,

Your most obedient humble Servant,

(Signed)

P A G E K E B L E,

Late Marine Contractor.

Agreed, That the Stores offered by the late, and accepted by the present Marine Contractor, be paid for by an Advance made, on Account of the latter, from the Company's Treasury, to be repaid by a Monthly Deduction of Five thousand Rupees from the Contractor's Bills, until the whole Debt shall be cleared:—That a Caution be given to the new Contractor, that he do not inumber himself with a larger Quantity of Stores, for the Performance of his Contract, than such as will be necessary during the Term, as he is not to expect that the Company will, in like Manner, take off his Hands such Stores as may remain at the Expiration of it:—That a Clause be inserted in the Contract, particularly noticing this Advance made to the Contractor, and binding the Securities for Payment of it.

Ordered, That the Stores be immediately delivered; and, upon a Notification from the Contractor of his having received them, with a List specifying the Particulars, and their Cost, that an Order be passed for Payment of the Amount to the late Contractor.

*EXTRACT of the Proceedings of the Board of Inspection, the 16th April 1778.*

The Secretary also lays before the Board the Marine Contract, in which a Blank is left, as mentioned in the above Letter.

Agreed, That the Name of Mr. Doveton be inserted in the Room of the late Captain Wedderburn, and that the Contract be executed.

Ordered, That a Copy thereof be entered after this Day's Proceedings.

ARTICLES of Agreement indented, had, made, concluded, and fully agreed upon, this First Day of November, in the Year of our Lord Christ One thousand Seven hundred and Seventy-seven, between the United Company of Merchants of England trading to the East Indies, of the one Part; and John Sampson, of Fort William in Bengal, Gentleman, and Frederick Doveton, of the same Place, Gentleman, of the other Part; in Manner and Form following, that is to say,

Whereas the said United Company have provided **Twelve** Pilot Vessels and **One** Yatch, for the Use of the Pilotage Service into and out of the River Houghly, to and from Calcutta, and other Places in and about the same River, and have delivered **Eleven** of such Vessels into the Charge of the said John Sampson and Frederick Doveton, and are likewise to deliver to them the Caranja Schooner (upon her Return from her Voyage to Suez, which she is now out upon) upon the Agreement of them the said John Sampson and Frederick Doveton, for the Space of Two Years now next ensuing, to provide and maintain the said Vessels in such Pilotage Duty and Service, in Consideration of the Monthly Sum of Current Rupees Twenty-five thousand Two hundred and Six, to be paid them by the said United Company, for the Eleven Vessels so already delivered; and the further Sum of One thousand Nine hundred and Ninety-eight Current Rupees per Month for the said Schooner Caranja, when she shall be returned and delivered over to them the said John Sampson and Frederick Doveton, as hereinafter is mentioned. Now these Presents witness, that the said John Sampson and Frederick Doveton, for and in Consideration of the said Monthly Sum of Current Rupees Twenty-five thousand Two hundred and Six, to be paid them by the said United Company, for the Eleven Vessels and Yatch so already delivered, and the further Monthly Sum of One thousand Nine hundred and Ninety-eight Current Rupees, to be paid them from the Time the said Schooner Caranja shall be delivered them, as hereinafter is mentioned, do, for themselves severally and respectively, and for their several and respective Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that the said John Sampson and Frederick Doveton, and the Survivor of them, and the Executors and Administrators of such Survivor, shall and will well and truly, for the Space of Two whole Years from the Day of the Date of these Presents, at their own proper Costs and Charges, from Time to Time, during the Whole of the said Term, well and truly maintain, preserve, and keep the said **Eleven** Pilot Vessels, and the said Yatch, now already delivered, and the said other Yessel or Schooner so when delivered into their Custody,

today, in good Condition and Repair; and shall and will find and provide for the same Vessels and Yatch respectively, at all Times, during the Time or Period aforesaid, all and every such good and sufficient Stores, Anchors, Cables, and Requisites whatsoever, as shall be necessary to preserve and keep the said Vessels and Yatch fit and ready for Service, during such Space of Time as aforesaid; and shall and will also, at their own proper Costs and Charges, during such Time or Times, maintain and provide for the said Vessels and Yatch such good, sufficient, and proper Number of Pilots, Mates, Masters, and Mariners, as hereinafter is mentioned, to manage and conduct the same, and render them useful in piloting Ships into, and out of, the said River Houghly, from certain Parts or Places called Ballasore Roads, and other the usual Places in and about the same Roads and River: And for the Purposes aforesaid, the said John Sampson and Frederick Doveton do further covenant and agree with the said United Company, their Successors and Assigns, that each and every of the said Schooner Vessels shall be found and provided with One experienced and capable Pilot, and with Two Masters, Two Mates, and Two Boatswains, all of them Europeans, together with Five European Seamen, and with One Lascars; and also that the said Yatch shall be found and provided with One Master, Two Mates, and One like capable Pilot, and with Two Masters, Two Mates, and Two Boatswains, all of them Europeans, together with Five European Seamen, and with One Sarang, One Tindal, and Eighteen Lascars; and also, that the said John Sampson and Frederick Doveton, or the Survivor of them, or the Executors or Administrators of such Survivor, at the End and Expiration of the said Term of Two Years, shall and will well and truly deliver up and return to the said United Company, their Successors or Assigns, all and every the said Vessels and Yatch, in as good Plight and Condition as when the same were first received by them from the said United Company (the Loss or reasonable Use thereof in the mean Time, in such Pilotage Duty as aforesaid, only excepted); which State of the said Vessels and Yatch respectively, the said John Sampson and Frederick Doveton, do hereby promise and agree shall be ascertained by Surveys, to be taken thereof by the proper Servants or Officers of the said United Company, or by any other Person or Persons to be appointed by the said United Company for that Purpose, at the Time of the Delivery or Re-delivery of the said Vessels and Yatch to the said United Company, at the Expiration of the said Two Years; and if, upon any such Survey, the Officers or Servants of the said United Company, or other Persons making the same, shall adjudge any Damage done to, or any Repairs of the same Vessels or Yatch, or any or either of them, or of either or of any Part of their, or either of their, Tackle or Furniture, to be requisite or necessary, then the said John Sampson and Frederick Doveton do hereby promise and agree to and with the said United Company, at the proper Costs and Charges of them the said John Sampson and Frederick Doveton, to cause such Repairs, and every of them, immediately to be made and done, on Notice in Writing being given to them, or either of them, of what is to requisite to be done: Provided always, and it is hereby agreed, by and between the said Parties to these Presents, that in case of the Loss of any or either of the said Vessels, or of the said Yatch, during the Continuance of these Presents, in such Duty or Service as aforesaid, and without any wilful Neglect, Default, or Misconduct of the said John Sampson and Frederick Doveton, their Agents or Servants, then the same Loss shall fall upon and be replaced at the Expence and proper Costs and Charges of the said United Company: Provided also, and it is hereby further covenant and agreed, by and between the said Parties to these Presents, that during such Space of Two Years, or other the Continuance of these Presents, Ten of the said Vessels shall be employed in Cruizing, and upon Duty, in and about Ballaore Roads aforesaid, and in the usual Track for Pilot Vessels in the River Ganges, according to the Directions and under the Controul of the Master Attendant of the said United Company at Fort William aforesaid, for the Time being, allowing at the same Time, during the Period aforesaid, proper Time for the Repairing of any or either of such Vessels, or of the said Yatch, upon a Notice in Writing, under the Hands of them the said John Sampson and Frederick Doveton, or under the Hand of either of them, being first given to the Governor General and Council at Fort William aforesaid, by such Master Attendant, of the Want of such Repairs; and on Permission being first had and obtained from the Governor General and Council aforesaid, for the bringing up any or either of the said Vessels, or the said Yatch, to Fort William aforesaid, for the Purpose of being so repaired: And the said John Sampson and Frederick Doveton, do hereby, for themselves, their Heirs, Executors, and Administrators, further covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that, during such Space of Two Years, one of the said Vessels shall always remain and continue at Ingellee, upon such Service as is usual for such Vessel there; and the said Yatch shall also, during the Time aforesaid, be in constant Readines for such occasional Services as shall be required by the Governor General and Council at Fort William aforesaid: And also, that they the said John Sampson and Frederick Doveton shall and will, for and during the Term of Two Years aforesaid, from Time to Time, and at all Times hereafter, during the said Two Years, well and truly, at their own Costs and Charges, pay and discharge the Wages of all the necessary and usual Officers, Artificers, Head Sarang, Lascars, and Workmen of the Marine Dock Yard at Fort William aforesaid; and Lascars, their usual Cloathing and Provisions, as hath been heretofore Monthly found and provided for them; and shall and will well and truly find and provide for such Officers, Artificers, Head Sarang, Time as aforesaid, all and every the different Pinnaces employed by, or any way in the Service of the said

[ N<sup>o</sup>. 6.]

paid United Company, or their Agents or Officers, in and about Fort William aforesaid; and shall and will pay and discharge the Wages of all Workmen and Servants employed, and to be employed, in and about the same Pinnaces, and every of them; and also shall and will, during such Time as aforesaid, bear and pay all Costs, Charges, and Expences of Sloops, of Budgerows or Boats, for the purpose of carrying and conveying the Master Attendant at Fort William aforesaid, or his Deputy for the Time being, together with all Workmen and other Persons necessarily wanted by the said Master Attendant, or his Deputy, to be carried up and down, in and about the said River, upon the Business of the said United Company; and also shall and will, from Time to Time, and at all Times, during such Space of Time as aforesaid, at their own proper Costs and Charges, well and truly find and supply all and every such Store and Stores as, during the said Term of Two Years, shall or may be wanted in or for the Use of the Marine Yard at Fort William aforesaid; and also shall and will, during the said Term, well and truly keep up and maintain the Buoys placed in and about the said Roads and River in a sufficient and proper Manner, in the same Roads and River respectively; and shall and will defray and discharge all Charges and Expences whatsoever, for the necessary Soundings to be made in the said River, during the Term aforesaid. And whereas it hath been agreed by and between the said Parties to these Presents, that all the Marine Stores wanted, and to be wanted, by the said John Sampson and Frederick Doveton, for the Purpose of performing and fulfilling the several Covenants and Agreements in these Presents contained, over and above what they have received from the late Marine Contractor with the said United Company, and have now got in their Possession, are to be taken and purchased by the said John Sampson and Frederick Doveton from the said United Company, upon such Terms and Conditions as hereinafter are mentioned: And whereas the said John Sampson and Frederick Doveton have borrowed and received from the said United Company the Sum of Current Rupees Seventy-five thousand Nine hundred and Seventy, Ten Anna, and Six Pice, to enable them to pay for Stores now in their Possession, and received from the said late Contractor as aforesaid, which Sum of Money is to be repaid by Installments, at the Rate of Current Rupees Five thousand per Month, and to be deducted by the said United Company out of the Payments to be made by them to the said John Sampson and Frederick Doveton as hereinafter is mentioned: Now the said John Sampson and Frederick Doveton for themselves severally and respectively, and for their several and respective Heirs, Executors, and Administrators, do further covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, that they the said John Sampson and Frederick Doveton, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, shall and will, during the Term of Two Years aforesaid, purchase of and receive from the said United Company, all such Marine Stores whatsoever,  $\text{Rs}^s$ , during the Term of Two Years aforesaid, shall or may be sent from Europe to Fort William aforesaid, by any or either of the Ships in the Service of the said United Company; and shall and will purchase and receive from the said United Company, from out of their Warehouses, or other Places at Fort William aforesaid, all and every such Marine Stores, and Store of every Kind whatsoever, as shall be wanted for the Purposes hereinbefore mentioned, or any or either of them, if the said United Company shall have or be possessed of the Stores which for the Time being shall be wanted as aforesaid; and shall and will pay the said United Company for the same Stores, and every of them, on Receipt thereof, at and after the Rate of Twenty-five per Cent. over and above the Invoice Price of such Stores, as the same shall appear marked and rated in the Invoices of the same Stores respectively. And the said United Company, for the Considerations aforesaid, do for themselves, their Successors and Assigns, covenant, promise, and agree, to and with the said John Sampson and Frederick Doveton, and to and with the Survivor of them, their Executors and Administrators, that they the said United Company, their Successors and Assigns, shall and will, for and on Account of the said Eleven Vessels and Yatch so already delivered as aforesaid, well and truly pay, or cause to be paid, to them the said John Sampson and Frederick Doveton, and to the Survivor of them, and to the Executors and Administrators of such Survivor, the Monthly Sum of Current Rupees Twenty-five thousand Two hundred and Six, in each and every Calendar Month, during the said Term of Two Years, each Payment to be made within the first Ten Days of each Month; and the first Payment thereof to begin and be made on or before the Fifteenth Day of November now next ensuing: And also shall and will, upon the Return of the said Caranja Schooner from her said Voyage, well and truly deliver, or cause her to be delivered, to them the said John Sampson and Frederick Doveton, to be used and employed upon such Duty and Service, and at such Place and Places, as is hereinbefore mentioned, in respect of the said other Ten Vessels; and also shall and will, from the Time of the Delivery of such Schooner to them the said John Sampson and Frederick Doveton, as aforesaid, well and truly pay, or cause to be paid, to them the said John Sampson and Frederick Doveton, and the Survivor of them, and the Executors and Administrators of such Survivor, the further Monthly Sum of One Thousand Nine hundred and Ninety-eight Current Rupees, for each and every Calendar Month, during the rest and residue of the said Term of Two Years, to commence from the Time of the said Schooner being so delivered as aforesaid, and to be paid in each Month, within such Time as is hereinbefore mentioned for the Payment of the said Sum of Current Rupees Twenty-five thousand Two hundred and Six: Provided always nevertheless, and it is hereby expressly agreed, by and between the said Parties to these Presents,

presents, and it is the true Intent and Meaning of the same, That it shall and may be lawful to and for the said United Company, their Successors and Assigns, from Time to Time, and at all Times hereafter, until the full Payment and Return to them of the said Sum of Current Rupees Seventy five thousand Nine hundred and Seventy, Ten Annas, and Six Pice, Monthly and every Month, as the Payments hereinbefore mentioned shall become due to the said John Sampson and Frederick Doveton, to deduct and retain thereout and therefrom the Monthly Sum of Current Rupees Five thousand, until the Whole of the said Debt, or Sum of Current Rupees Seventy-five thousand Nine hundred and Seventy, Ten Annas, and Six Pice, is fully discharged and satisfied; any Thing hereinbefore contained to the contrary thereof in anywise notwithstanding. In Witness whereof the Honourable Warren Hastings, Governor General, Richard Barwell, and Philip Francis, Esquires, Counsellors of the Presidency of Fort William, have signed their Names, and put the Common Seal of the said United Company, on Behalf of the said United Company, to one Part of these Presents, and the said John Sampson and Frederick Doveton have set their Hands and Seals to the other Part of these Presents, the Day and Year first above written.

Sealed and delivered (where no Stamps are in use, or to be had) in Presence }

of (Signed) J. B A U G H, (Signed) J. S A M P S O N.

W. A T K I N S O N.

L. S.

F R E D K D O V E T O N.

L. S.

*EXTRACT of the Proceedings of the Board of Inspection, the 20th May 1779.*

Read the following Application from the Marine Contractors.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Board of Inspection.

Honourable Sir, and Sirs,

We beg Leave to propose to the Consideration of your Honourable Board, the Renewal of our Contract for supplying the Pilot Vessels with Marine Stores, on the same Conditions as the present.

We are encouraged to hope that the Board will think this Proposal not unreasonable, as well from the fair and advantageous Terms of the Contract to Government, the Fidelity with which we have executed it, and the peculiar Propriety of committing to the Master Attendant the Supplies of the Marine under his Charge, and for which he is accountable, as from the Impossibility of our supporting ourselves on the very trifling Salary annexed to our Offices.

The Reason of this early Application is, that the superfluous Stores which may remain on Hand at the End of the present Contract, being at our own Risk, we have been obliged to confine our Purchases to such a Quantity only as might be sufficient to serve the Term of it, and shall consequently require timely Notice for laying in new Supplies on the Arrival of the first Ships from Europe, if the Board shall think proper to acquiesce in our Proposal.

We are, with the utmost Respect,

Honourable Sir, and Sirs,

Your most obedient humble Servants,

J. S A M P S O N

F R E D K D O V E T O N.

Agreed, that the Contractor's Letter do lie for Consideration until the next Meeting of the Board in this Department.

*EXTRACT of the Proceedings of the Board of Inspection, the 24th June 1779.*

Read again the Letter from the Marine Contractors, dated the 18th of May, and entered in Consideration the 20th of that Month, applying for a Renewal of their present Contract.

-Mr.

Mr. Francis.

I beg Leave to ask, when their present Contract expires?  
The Secretary replies, On the First of next November.

Governor General.

I move that the Terms of their Petition be granted; that is to say, that the Contract at present subsisting with Messrs. Sampson and Doveton be renewed, precisely on the same Conditions, and for the same Period, to commence from the First of November next.

Mr. Francis.

I beg Leave to observe, That the present Contract was given to Messrs. Wedderburn and Sampson on the 30th of October 1777, and that they engaged in the Execution of it immediately; consequently no Necessity of the Service can be urged in Favour of the Renewal of it at this Season of the Year—for this Reason I think the Motion premature; but I must vote against it, because I do not think this Board are legally empowered to bind the Company by Contracts, commencing after the Period of our own Dissolution; if we can do it for a single Day, why might we not enter into Engagements to commence Twenty Years hence? This Opinion I have often declared on similar Occasions; and I do not doubt, for my own Part, that the Question will be litigated hereafter. If this Objection did not exist, I should oppose the Motion on another Ground. I think it very inexpedient for this Board, almost at the Expiration of their own Existence, to tie up the Hands of their Successors from making new Arrangements in the different Departments of Government, if they think proper. On the other Side, if the Power of the Government should remain where it is actually vested, it will be at full Liberty to execute this, or any other Measure the Government then subsisting may think necessary for the Public Service.

Mr. Wheeler.

I have no Objection to the Proposal, as far as it relates to the continuing Mr. Sampson in the Supply of the Naval Stores, and the Repairs of the Pilot Vessels; but I think this by no Means a proper Time to bring on that Question; for, exclusive of the Objections already started by Mr. Francis, it is, I believe, an universal Practice of all Boards to appoint fixed Periods for the Commencement and Renewal of Contracts, without which, Business of this Nature cannot be conducted with any Sort of Regularity.

Mr. Sampson has not furnished the Board with any Means of judging whether the present Terms on which he holds the Contract are such as we may with Propriety agree to; nor have I any Means of judging whether the Stores which he is to supply, are to be procured at or near the same Terms on which they were provided in the Year 1777.—For these Reasons, I am at present against the Question.

Mr. Barwell.

None of the Arguments opposed to the Motion refute the Public Utility or Benefit of the Measure. The Dissolution of the present Government, and an entire Change of System, is applied to almost every Subject that falls under Consideration; whether the political Scene of India is the Topic of Debate, or a Contract for keeping up the Pilot Sloops for the Company's Service in the River of Bengal; I do not think any Consideration, but that of the Benefit of the future Service, should influence our Votes on any Subject.—I agree to the Motion.

Governor General.

Mr. Francis has exhibited a very striking, and, I fear, too faithful Portrait of this Government, which is at the same Time charged with the Care of the most important Interests, or at this Time at least the most important, of the British Nation, and yet can only subsist on daily Expedients. I feel the Necessity of yielding to this Practice in some Degree; but I yield to it with Reluctance, and will yield only where I am compelled to it. I repeat the Position asserted in Mr. Barwell's Minute, That no Consideration, but that of the Benefit of the future Service, should influence our Votes on any Subject. However the Instruments of Government may fluctuate, or its Powers be weakened, by the Suspension of that Authority which is necessary for their Exertion, there must necessarily exist, in every Government, a vital Principle which never dies, but remains for ever the same in whatever Body it may successively animate. So true is this Maxim, that even the Acts of an Usurpation, and even in our own Constitution, have been confirmed by the legal Government on its Restoration. The Acts, therefore, of this Government, if they are legal now, and during the Term of its Existence, are equally so to any Period, however remote, to which their Force, or Influence may extend. If, as Mr. Francis suggests, it is unlawful for the Members of this Government to form Contracts, which are to commence after the Period of their own Dissolution, it is also unlawful for them,

them, on the same Principles, to form Contracts which, though immediately commencing, are to endure beyond the same Term. It is not their Commencement that makes them unlawful, but their Effect, at whatever Period; and this I remember was the Position, as it was stated on a former Occasion, by Mr. Francis. On the same Principle, every indefinite Act of the Board, and every Act which, though calculated for the Day, may virtually extend its Influence beyond the Month of October, is illegal. All Acts have that Tendency, and of Course, if this Principle is true, all the Powers of Government ought, from this Time, to remain in total Suspension till the new Government has taken place.

Objections, on this or a similar Ground, might, however, be stated to the Question now before the Board, were it either irregular, unusual, or unnecessary. It is neither. I have a clear Recollection that it stands as an express Rule, in some Part of our Proceedings, That all Contracts shall be formed and determined some Months prior to their Commencement, for this Reason, that it was impossible for any Contractor to fulfil the Terms of his Contract without a Store, which he could not be expected to lay up on the bare Chance of his obtaining the Contract, or without Ready Money Purchases, which would stand him in an Amount far exceeding their proper Rate; and this Difference must ultimately fall on the Company, as it would form a Part of the Estimate on which the Proposals were made.

In answer to an Observation of Mr. Wheeler's, I must remark, that the present proposed Contracts are not for the Supply of Stores, but for the whole Expence and Repair of the Marine, at a fixed and gross Sum for every Vessel; of Course, the same Reasons which induced the Board to grant the present Contract (and I believe that the Board were unanimous in their Agreement to furnish this Expence by Contract, though they differed in their Choice of the Contractors) must operate with exactly the same Force for the Continuation of it. I believe, indeed, that the new Contract will be more advantageous, because of the Time allowed for providing Materials for the Commencement of it; but it is an Advantage purely derived from this Circumstance, and unattended with any Loss to the Company.—Upon the Whole, I am for the Question.

Mr. Francis.

The general Question of Contracts is too well understood to require any Explanation of it from me. No one will think it likely that our Government should suffer any essential Distress, if this or that Contract should not be renewed Four Months before it expires. Formal Arguments, applicable perhaps to Questions of State, lose all Weight and Dignity, and will hardly be thought serious, when applied to such a Subject as that before us.

With respect to the Point of Law, I am far from presuming to deliver a peremptory Opinion. My Idea of the Matter is simply this: The Company have given us a general Power to perform by Contract such of their Business as can be conveniently so performed. Under this general Power, I think the Board would have a Right to renew every Contract when it expired, provided the Renewal was made for the usual and ordinary Period. In such Case, the Right arises out of the Necessity of the Thing.—The Service must be provided for by a new Engagement, at the Time, when the old one expires. The Act of the Board, being lawful *ab initio*, will continue so till its Operation ends, though it should extend to a Time beyond our own political Existence; our Principals are so far forth bound by our Act; but if a Power be assumed of binding the Company, beyond the Extent and fair Construction of this Principle, I desire it may be considered, whether it may not lead to a Consequence equally absurd and dangerous; (viz.) that an Agent or Representative may bind his Constituents by Engagements, not only to commence and be executed at a Time when Circumstances may be totally altered, and which of course will preclude the Constituent from taking Advantage of such Change of Circumstances; but when the Agent himself ceases to exist as such, and is no longer answerable for the Operation of Acts done by him: The Constituent is bound, and yet he has no Hold upon his Representative who has bound him.

I do not remember the Rule alluded to by the Governor; it may be a useful one, when Publication is made, and Proposals received from the best Bidders.

Governor General.

I should not perhaps have taken Notice of the Principle of Mr. Francis's Objections, had it been applied to this single Question; it is the repeated Application of it which drew from me the Observations I have made upon it. I do not think the present Subject merits so long a Discussion, and another Subject, of much more Consequence, awaits the Decision of the Board.

On Monday last I brought before the Board a Letter from Mr. Lyon, complaining that a considerable Part of the Buildings of the Fort, which he had engaged to complete by Contract within a limited Time, had been suspended since the 8th of this Month, in consequence of a Difference of Opinion between him and the Chief Engineer, regarding the Construction of his Contract, and an Order received from the Chief Engineer, to lay the Ordnance Store Houses with Three Inch Plank, instead of Two, although he had prepared 34,000 Feet of Plank of inferior Thickness, amounting to 21,000 Rupees, in Consequence of Instructions received from the Chief Engineer, and his own Construction of the Terms of the Contract. The Secretary was directed to communicate the Whole of this Representation to the Chief Engineer, and require his Explanation of the Fact by this Day. I understand from the Secretary, that he has not yet received any Answer from the Chief Engineer. I think [N<sup>o</sup> 6.]

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think that the Board should not permit this Delay; but wish that the Difference may be determined by the Papers produced by Mr. Lyon before the Board, which, I believe, they will find to contain sufficient Materials to enable them to decide upon it.

Resolved, That the Contract at present subsisting with Messrs. Sampson and Doveton be renewed, precisely on the same Conditions, and for the same Period, to commence from the First of November next.

*EXTRACT of the Proceedings of the Board of Inspection, the 12th Augy 1779.*

The Marine Contract being laid before the Board by the Secretary, with the necessary Clauses annexed to it, in consequence of their Resolution of the 24th of June, to prolong that Engagement for the Term of Two Years from the First of next November, the same is executed by the Governor General and Mr. Barwell.

Mr. Francis.

I have already assigned my Reasons for thinking that this, and every other Grant of this Nature, and made in these Circumstances, is not valid in Law, and I shall not sign it.

Mr. Wheler likewise declines signing the Contract.

Ordered, That it be presented to Sir Eyre Coote for his Signature, and that a Copy of the additional Clauses be entered after this Day's Consultation.

Whereas, since the Date and Execution of the Articles of Agreement hereunto annexed, made between the United Company of Merchants of England trading to the East Indies of the one Part, and John Sampson and Frederick Doveton of the other Part, they the said John Sampson and Frederick Doveton have paid off and fully discharged the Sum of Current Rupees Seventy-five thousand Nine hundred and Seventy, Ten Annas, and Six Pice (in such Articles mentioned and stipulated to be paid off by Installments) pursuant to the true Intent and Meaning of the same Articles: And whereas it hath been agreed by and between the said Parties, to lengthen and extend the same Articles or Contract for the further Term of Two Years, from the First Day of November now next ensuing, as to the Pilotage Duty and Service, and to every other Matter or Thing whatsoever by the said John Sampson and Frederick Doveton therein agreed to be done and performed, as to the several Vessels and Number of Vessels in such Articles of Agreement mentioned (save and except as to the Caranja Schooner, in such Articles named and mentioned to be out upon a Voyage to Suez; since her Return Engagement). Now these Presents witness, and it is hereby covenanted, declared, and agreed, by and between the said Parties, that the said Articles of Agreement hereunto annexed, so made and entered into between them as hereinbefore is mentioned, shall, and are hereby declared and agreed to be lengthened, extended, and continued, during the further Term of Two Years than the Term thereby limited (that is to say) from the First Day of November now next ensuing to the First Day of November which will be in the Year of our Lord Christ One thousand Seven hundred and Eighty-one; and that the same Articles shall be so extended and continued, and are hereby declared and agreed to be extended and continued during such further Term, under and subject to all and singular the Covenants, Clauses, and Agreements, in such Articles mentioned and contained (save and except as to the said Vessel called the Caranja Schooner, hereinbefore mentioned) in like Manner, to all Intents and Purposes, as if the same Articles had been originally made for the Term of Four Years, instead of the Term of Two Years therein mentioned; and each of them the said Parties to these Presents do hereby promise and agree with the other of them, that they the said Parties shall and will, on their and each of their respective Parts and Behalves, well and truly observe, perform, and keep, all and singular the Covenants, Clauses, Conditions, and Agreements in the said Articles contained on their and each of their respective Parts and Behalves to be observed, performed, and kept, during such further Term of Two Years, as fully and amply as if the same were herein again particularly mentioned and inferred. In Witness whereof the said Warren Hastings, Esquire, as Governor General, Richard Barwell, Philip Francis, and Edward Wheler, Esquires, and Lieutenant General Sir Eyre Coote, Knight of the most Honourable Order of the Bath, as Counsellors of the Presidency of Fort William aforesaid, have subscribed their Hands, and set the Common Seal of the said United Company to one Part of these Presents, remaining with the said John Sampson and Frederick Doveton; and to the other Part thereof, remaining with the said Governor General and Council, the said John Sampson and Frederick Doveton have set their Hands and Seals, in Calcutta, this Twelfth Day of August, in the Year of our Lord Christ One thousand Seven hundred and Seventy-nine.

(Signed)

J. SAMSON,  
FREDK DOVETON.

Sealed and delivered (where no Stamps are in use, or to be had) in the Presence of

(Signed)

J. BAUGH,  
W. ATKINSON.

## EXTRACT of the General Letter from Bengal, dated the 14th January 1780.

Par. 116. Previous to the Receipt of the above Orders, we had, upon an Application made to us by Messrs. Sampson and Doveton, renewed their Contract, for the Expence and Repair the Marine, precisely upon the same Terms, and for the same Period, commencing from the First of last November.

117. We beg Leave to refer you to the Letter of Messrs. Sampson and Doveton on the Subject, and to our Debates upon it. Mr. Francis having disapproved of the Grant, and given it as his Opinion that it was not valid in Law, refused his Signature to the Deed. Mr. Wheler also declined putting his Name to it.

## EXTRACT of Proceedings of the Board of Inspection, the 30th December 1779.

The following Letters having been received from Mr. Croftes\*, the Contractor for supplying Draft and Carriage Bullocks and Camels, and Victualling the Army; Mr. Sampson, the Marine Contractor at the Presidency; Mr. Forde, the Marine Contractor at Chittagong; Mr. Vanderheyden, the Contractor for the Repairs of the Cantonments at Burampore and Dinafore; Mr. Templer, the Contractor for providing Elephants; Mr. Campbell, the Contractor, and Mr. Williams, his intended Successor, for defraying the Hospital Expences, in answer to the Company's Orders by the General Barker, respectively concerning them; they are now recorded.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Board of Inspection.

Honourable Sir, and Sirs,  
I have received a Letter from your Secretary, dated the 25th last Month, enclosing sundry Paragraphs of the General Letter from the Honourable the Court of Directors, by the General Barker, in which they have been pleased to express their Disapprobation of the Marine Contract being held by the Master Attendant, and have required that I shall relinquish it in November following the Receipt of their Order, and be no longer a Competitor for, or interested, directly or indirectly in, any future Contract of the same Nature, except I resign my Office of Master Attendant.

The Court of Directors having, no Doubt, been furnished with the Reasons which induced the Board to grant the Contract to the Master Attendant, it would ill become me, as a Servant of the Company, to offer any Remarks on the Judgment which they have thought proper to pass on this Mode of conducting the Marine Service; I shall, therefore, think it my Duty to comply implicitly with their Commands, by either relinquishing the Contract, or the Office of Master Attendant, on or before the 1st November next, of which timely Notice shall be given to the Board, that they may be enabled to regulate this Department of their Affairs in the Manner prescribed by the Court of Directors.

I must beg Leave, however, to represent, that on the Faith of Government, in June last, by which my Contract was extended to the 1st November 1781, I have made large Purchases of different Kinds of Stores, for the Supply of the Pilot Sloops, many of which cannot be expended before the Expiration of that Term; and I have also still remaining on Hand many of the Stores, and those the most heavy Articles, which the Board required me to take, at a very high Price, from the late Marine Contractor. Under such Circumstances, and in Consideration of the constant good Report in which the Sloops have been kept, the Quality and regular Supply of Stores furnished to them, the Satisfaction which I flatter myself I have given during the whole Course of my Contract, no Complaints having been ever preferred to the Board, at least that have come to my Knowledge, against my Conduct; and lastly, the Faith of Government solemnly pledged to me, by the Execution of a formal Instrument under the Seal of the Company, and the Hands of the Governor General and Council; I hope the Board will be induced, if they should not think themselves at Liberty to dispense with the Orders of the Court of Directors in the present Instance, to make me some adequate Compensation for the Disappointment and Loss which I shall sustain, by either giving up my existing Engagements, or resigning my Office of Master Attendant.

I have the Honour to lay before you Certificates, similar to those I submitted to you last Year, from the Pilots and Masters in charge of the different Schooners and Sloops, of the Vessels having been kept in constant good Repair, and regularly furnished with all necessary Stores; of the Vessels having

\* Vide Appendix to the 9th Report of Select Committee of the Honourable House of Commons.

received their Annual Re-fitting, and the regular Payment of their own Wages, as well as those of the respective Crews; also a Certificate from the Deputy Master Attendant, of the Payment of the established Number of Officers for transacting the Business of the Marine, Lascars, Coolies, &c. and of the Completeness of Buoys having been kept in Repair, during the Second Year of my Contract: And I should be very happy if the Board would be pleased to order a Survey and Report to be made to them of the present State of the Pilot Vessels, which I am convinced will confirm the Information contained in these Certificates.

I am, with the utmost Respect,  
Honourable Sir, and Sirs,  
Your most obedient humble Servant,  
(Signed) J. S A M P S O N,  
Marine Contractor.

WE the undermentioned Pilots and Masters, in Charge of our respective Schooners and Sloops employed in the Honourable Company's Pilot Service at the Presidency of Fort William, do hereby certify to the Honourable the Governor General and Council, that each of our respective Vessels has been kept in constant good Repair, and regularly furnished by the Marine Contractor with all necessary Stores, since the Commencement of the Marine Contract; that they have received the Annual Re-fitting in a complete Manner; and that our own Wages, and those of the respective Crews, have been duly paid every Month as they became due, and were demanded: In Testimony whereof, we have hereunto set our Hands, in Calcutta.

Time each Vessel received the Annual Refit.	Vessels Names.	Pilots.	Masters.
1779.			
March 1st.	— Caranja Schooner,	—	William Grimes.
D°	— Nerbudah Schooner,	Peter Gilbrith,	Isaac Colledge.
D°	— Indus D°	Godlieb Crahel,	Den' Connely.
D°	— Tannah Schooner,	Alex <sup>r</sup> Sannell,	Cornelio Cooper, his Fernandas x Arden, Mark.
April 1st.	— Triton Schooner,	John Teyerr,	J. Wade, his Joseph x Friend, Mark.
D°	— Ruffel Schooner,	James Broders,	William Green.
D°	— Snow, Lovely Sophia,	Edmund Cressey,	James Simpson.
D°	— Phenix Schooner,	Henry Dean,	James Menzies.
May 1st.	— Comet Sloop,	John Smith,	James Menzies.
D°	— Sea Horse Sloop,	Richard Smith,	Alex <sup>r</sup> Brander, his Thomas x Crosby, Mark.
D°	— Bonetto Sloop,	John Christing,	James Menzies.
June 1st.	— Diligent Schooner,	Hugh Castleman,	Thomas Carr,
D°	— L'Orient Sloop,	Thomas Carr,	Thomas Broad.
D°	— Speedwell Yatcht,	—	—

THIS is to certify to the Honourable the Governor General and Council of Fort William, That, during the Twelve Months that Mr. John Sampson has held the Marine Contract, he has regularly kept on Duty and in constant Pay the established Number of Lafcans and Coolies, and the necessary Officers for transacting the Business of the Marine:—He kept the Marine Pinnaces in Repair, and constantly supplied the Officers with Sloops, Budgerows, and Boats, as they have been required, and paid our respective Wages and Batta, at all Times, as it became due:—He has kept the proper Number of Buoys in Repair, and agreeable to the Report of the 18th June 1779. In Testimony whereof, I have hereunto set my Hand in Calcutta this 1st Day of November 1780.

(Signed) FREDERICK

- 2016 -

REPORT of Buggies living in the River. June 18th 1777.

N. B. The above Bubs are all in their proper Places; and the English Buoys are in good Condition.

### Condition:

F. DOVETON, D<sup>r</sup> M<sup>r</sup> Attend<sup>r</sup>

JOHN FEYEN.  
HENRY DEAN.  
RICH'D SMITH.  
JOHN SMITH.  
JOHN CHRISTEY.  
THOMAS CARR.  
(Signed)

[No. 6.]

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# Captain F O R D E's Contract.

190 V. DURING THE QUARANTINE WITH  
13M. **EXTRACT** of the *Proceedings of the Board of Inspection, the 16th May 1776.*  
WELLINGTON, 20th May 1776. —  
**EXTRACT** of a Letter from the Governor General and Council to the Chief at Chittagong.

ESTATE PLANNING FOR THE RETIRED COUPLE

THE Marine Establishment at Chittagong appears to us to be unnecessary, since the Order for selling the Piler Sloop: We direct therefore that so much of it be struck off as in w

Opinion is of no public Utility, and that you explain to us the Nature and Services of the Re-

## THE HISTORY OF THE BRITISH ASSOCIATION FOR THE ADVANCEMENT OF SCIENCE.

Proceedings of the Board of Inspection, 1777.

The following Letters from the Chief of Chittagong having been sent in Circulation on the 18th last Month, they have now recorded, with the Minutes delivered upon them by the Members.

The Honorable Warren Hastings Governor General & Board of Directors.

10th November, Waller Haughton, Esq., Governor General, &c. Board of Inspection  
of no size, and 1000 feet long at Fort William.

Die geschilderten Ergebnisse der Untersuchung der Cytoskelettkomplexe im Zellkern von *Neurospora crassa* sind in Tabelle 3 zusammengefaßt.

Honourable Sir, and Gentlemen,  
I have been honoured with your Letter of the 16th Instant; ordering me to strike off as many

of the Marine Establishment as in my Opinion is of no public Utility, and that I explain to you the Nature and Services of the rest. I here beg Leave to observe, Gentlemen, that it was

Intention, had the Amazon Company's Snow been able to leave this Place in consequence of your late Order, to have troubled you with setting forth the Necessity of another Vessel being stationed here, as the Distresses frequently experienced by Vessels on this wild Coast, in the South West Monsoon (even in the last Season) I flattered myself would have justified the Propriety of

such an Application. If Intelligence is received of Ships that, by Stress of Weather, are driven on this Shore any Distance to the Southward, no Relief can be granted them without a strong Vessel capable of bearing the Weather. These Disasters are frequently happening to private Property, and may be the Fate of the Honourable Company's Vessels; which would be a melancholy Circumstance, that whole Ships Crews should perish, and Cargoes be destroyed, for Want of Assistance, which might be yielded from this Port. Besides, Gentlemen, I presume the Liberty to remark, that this is a Frontier Situation, in the Neighbourhood of Arracan; the Inhabitants of which Country, called Muggs, have always proved themselves exceeding audacious and destructive to all the Districts in this Vicinity, when the Terror of a strong Force did not check their Disposition, which can only be effected perfectly by Sea. However, Gentlemen, if these Observations should not meet with your Approbation, I hope you will allow me to continue Two of these most capable Pilots; one being frequently applied for by the Chief of Luckypore, to assist in the Navigation from that Place; whilst the other occasionally may be serviceable for conducting such Vessels into this River (the Channel of which is very intricate) as may escape the Hazardous Coast to the Southward, and be so fortunate as to reach this Harbour's Mouth; in such a Case, the Cruicool Pinnace would be of the utmost Utility to carry off the Pilots to assist the distressed, as Occasion may require. The Jenny River is very rapid and dangerous to cross; for which Purpose the Boat stationed there, I think, is of public Utility. Should you, Gentlemen, be pleased to establish a Vessel for this Station, I am of Opinion that the Marine Expences may be reduced.

The Allowance of 60 Rupees a Month, fixed by the Establishment for the Dawks at this Sta-

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THERMOTEST

DN. 9. NOV.

Your most obedient  
humble Servant,  
(Signed) F. L. A. W.  
Chief

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To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the Board of Inspection at Fort William.

Honourable Sir, and Gentlemen,

I did myself the Honour to address you the 31<sup>st</sup> May last, in answer to your Letter of the 16<sup>th</sup> of same Month, ordering me to strike off as much of the Marine Establishment as was of no public Utility, and to explain to you the Nature and Services of the rest. I at that Time recommended the Utility, and pointed out the apparent Necessity, of keeping up an armed Vessel and Pilot Sloop for the Defence of this Coast, and Safety and Property of Mariners and Merchants: Since then I have received from Captain Forde, Commander of the Snow Amazon, now stationed here, Proposals for keeping up a proper Marine Establishment for this Place, to serve as a Defence against the Muggs, who often infest this Province, and as a Pilot Vessel; also to take under him the Charge and Repair of the Flag and Flag Staff, both in very bad Condition, and which is of great Utility to be properly kept up, being a principal Mark from the Sea. Such an Establishment, at once to take in both Points, to serve as a Security to the Province, and to relieve distressed Mariners of all Nations, and when it may happen to be the Fate of some of our Indiamen, I cannot but think a desirable Object. The Proposer, a Man of much Skill in his Profession, and Attention to his Calling, may make it yet more eligible, and that many happy Effects may arise from the Adoption of this Establishment, I think, evident. Some Kind of armed Vessel is, I should presume, necessary to be kept up for the Security of the Coast, as I presume your Honourable Board will not think of stationing the Amazon Snow here, fixed to this Spot. I reckon it, in some Respects, my Duty to be before-hand in the Information of any ill Consequences the Removal of her, and not fixing on an Establishment to answer the same End, may be of to this District. These Considerations induce me to forward to your Honourable Board the Proposals of Captain Forde, which, if followed with your Approval, I beg Leave to remark the Propriety of sending from here the Marine Stores, or the Dilpol of them at public Sale on the Spot. I transmit enclosed the continued Expence of the Marine from its first Establishment, with the Cost of the Flag Staff.

Have the Honour to be, very respectfully, Your most obedient

humble Servant,

(Signed) F. LAW,

Chief,

3d December 1776.

At the same time I have the Honour to inform you

that I have no objection to your sending me a copy of your Letter to the Honourable Board.

Yours ever truly

Francis Law, Esquire, Chief of Chittagong.

Sir, I beg to inform you that I have

It appearing to me a Pilot Vessel is much wanted for this Coast and River, for the Preservation of Mariners and Property of Merchants, it being the only Place of Safety for Ships that are

drove off the other Coast, or not able to gain their desired Port by Distress of Weather, I have

to propose to the Honourable the Governor General and Council, my supplying this Place with

a proper Vessel for the above Service, sufficiently sound in every Respect, to keep the Flag and

Flag Staff in proper Repair, and to pay the Expences of the Marine, as at this present Time

established, on Condition I may be allowed the Use of the Bankhall, the old Flag Staffs and

Rigging, and Two thousand Five hundred Duts Mofa Rupees per Month, for Four or Five

Years certain.

The Vessel is meant to be also well capable of protecting the Coast against the Muggs, pro-

vided the Honourable Company allow her Ordnance and Military Stores.

I beg to remind you of the ruinous State the Flag and Flag Staff is in at present, and the

Utility of keeping them in proper Repair, it being the principal Guide for Ships and Vessels

to know the River by.

I also propose keeping the Sheds in the Bankhall in proper Repair.

Mr. Forde is to be allowed the same Expences as the old Flag Staffs and Rigging.

ABSTRACT

**ABSTRACT** of the Yearly Expences of Marine Yard at Chittagong Province, from its First  
Establishment, till the Month of January 1771, and the Annual  
Expences of that Marine Yard for the Year 1771.

**MARINE YARD EXPENSE.**

	DMR.	39,957 14 3
From the 1 <sup>st</sup> July to the last December 1765	36,324 7 6	39,957 14 3
From the 1 <sup>st</sup> January to — D. 1766	77,816 1	85,597 10 8
From the 1 <sup>st</sup> January to — D. 1767	44,295 10 7	48,725 3 6
From the 1 <sup>st</sup> January to — D. 1768	25,718 2 6	28,289 15 6
From the 1 <sup>st</sup> January to — D. 1769	25,086 7 10	27,595 2 3
From the 1 <sup>st</sup> January to — D. 1770	19,259 13 10	21,185 13 6
From the 1 <sup>st</sup> January to the End of February 1771	3,655 8 4	
From the 1 <sup>st</sup> March to December 1771	305 8 9	
From the 1 <sup>st</sup> January to February 1772	3,020 11 9	18,399 12 10
From the 1 <sup>st</sup> May to December 1772	17,667 12 10	
From the 1 <sup>st</sup> January to End of December 1773	20,688 8 7	
From the 1 <sup>st</sup> January to — D. 1774	18,525 3 4	
From the 1 <sup>st</sup> January to — D. 1775	14,630 6	
From the 1 <sup>st</sup> January to End of October 1776	9,529 13 6	
	5,071 7 1	
<b>Total C. Rupees</b>	<b>3,38,196 9 6</b>	

To the Honourable Warren Hastings, Esquire, Governor-General, &c. Members of the Board of Inspection at Fort William.

Honourable Sir, and Gentlemen, I have the Honor to inform you the 3<sup>d</sup> Instant, enclosing Proposals from Captain Forde, of the Amazon, for keeping up a Pilot and armed Vessel for this Coast; I now think it my Duty, in Justice to this Country, and the Honourable Company, to recommend the constructing Eight or Ten Boats after the Fashion of the Muggs, which are built very long, to be always kept here. These Boats will not cost above 300 Rupees each Boat in the building, and will be well adapted to the Pursuit of these Banditti—600 Rupees allowed Annually for the Repair of them will keep them in good Order for 8 or 10 Years.—These Boats, with the Pilot and armed Sloop as mentioned before, drawing little Water, would be an effectual Check to the future Incursions of the Muggs; and as the Expence is not heavy, I beg Leave, Gentlemen, to recommend the Proposal to your Consideration. The Boats will never be manned but when in Pursuit.

I am, respectfully,  
Honourable Sir, and Gentlemen,  
Your most obedient  
humble Servant,  
(Signed) F. L. A. W.  
Chief.

Governor General.

I approve of Mr. Law's Proposal to maintain a Vessel for the Pilotage of the Chittagong River, and for the Defence of that Coast: And I think Mr. Forde's Offer to furnish a Vessel for the above Service, properly manned and equipped, to keep the Flag Staff in Repair, and to defy the other Expences of the Marine of Chittagong, for 2,500 Dufs Maffa Rupees per Month, for Five Years certain, very reasonable. On these Points I request that the other Members of the Board will be pleased to add their Opinions.

I cannot offer any Judgment on the Second Proposal of Mr. Law, to provide and maintain Eight or Ten armed Boats, as he has neither described the Form or Size of the Boats, nor the Manner in which he would propose to employ them, so as to prevent the Incursions of the Muggs: I think

I think he should be directed to be more explicit both on these Points and on the Estimate of the Charge which would attend such an Establishment.

General Clavering.

The Incongruity in Mr. Law's Proposal of ~~recommending a Man to execute a Contract at Chittagong, whom he supposes will be removed from that Station, to perform the same Service afterwards which he is now employed on, viz. the Defence of the Coast,~~ is too obvious to render the Proposal admissible; but if his Proposal be examined, by comparing what may be expected from another armed Vessel to be stationed at Chittagong, by the Utility which has been derived from the Service of the Amazon Snow at that Place, I should conclude, that no Advantage, equal to the smallest Expence, can be expected from the proposed Contract.

Captain Forde has been, I believe, a Year at Chittagong, during which Time he has never stirred out of the Harbour: He has not even moved, as I can understand, on the Appearance of the Muggs on the neighbouring Coast.

It is not by lying with his Vessel many Miles up the River that he can molest those Plunderers, either in their Attempts to land on the Coast, or in their Return.

There appears nothing before us that can warrant the Board to give their Consent to so prodigious an Increase of Expence of the Naval Establishment of that Place, as must be incurred by accepting Captain Forde's Proposal.

This amounts to an Expence of 2,500 Duffa Massa Rupees per Month, or about 33,000 Current Rupees.

To enable a Member of the Board to say, he thinks Captain Forde's Offer is very reasonable, he must certainly be furnished with Facts that the rest of the Members are not acquainted with; he must know the Size and Burthen of the Vessel which Captain Forde proposes to furnish, before he can determine how much he ought to be allowed for it, otherwise his Calculation can only be Conjectural.

If the Marine Stores were formerly sent to Chittagong, as I suppose they were, to be ready to supply such Ships as might be forced in there through Distress of Weather, I think the sending them away, or selling them, very improper.

I cannot finish this Minute, without remarking on the great Impropriety of the Board's admitting Proposals to be received from Projectors to engage in Contracts with the Company, without any Publication being made of the Intentions of Government to provide for that particular Service, either by Contract or otherwise. They are so kind first to point out to Government their Ideas what is necessary to be done, and then to offer their Proposals to perform the Work. Unless the Board resolve to put a Stop to this Method of receiving Proposals, I foresee that not only every Company's Servant, but every European in the Province of Bengal, will become a Projector, and the Time of the Board, which ought to be employed on Business of much greater Importance, will be totally engrossed in the Consideration of their different Schemes, all calculated, as they alledge, for the great Benefit of the Honourable Company.

Mr. Barwell.

I think Mr. Forde's Offer very reasonable; but, in order to prevent the Intrads of the Muggs, it will be necessary to build Boats of a Construction fit for the Sea, and capable of carrying a Number of Military.

Mr. Francis.

I do not know on what Service Captain Forde's Vessel has been so long detained at Chittagong. I therefore deem his continuing there a useless Expence. As to Mr. Law's Proposal for re-establishing a Marine at Chittagong at such a monstrous Expence, especially after we had ordered him to reduce even the former small Establishment, I think it requires no Consideration but in what Terms he ought to be censured for it.

The above Minutes having been received back by the Secretary on the 28th of January, were again circulated, with the following Answer to Chittagong, for the Signature of the Board, and returned to the Secretary on the 7th of this Month, when the Letter was accordingly dispatched.

To Mr. Francis Law, Chief at Chittagong.

Sir,

We have received your Letters of the 31st May, 3d and 17th Ultimo, with their several Inclosures.

We approve of your Proposal to maintain a Vessel for the Pilotage of the Chittagong River, and for the Defence of that Coast, and agree to accept of Captain Forde's Offer to furnish a Vessel

Vessel for these Services, properly manned and equipped, to keep the Flag Staff in Repair, and to defray the other Expences of the Marine of Chittagong, for Two thousand Five hundred Duis Massa Rupees per Month, for Five Years certain.

We cannot offer any Judgment on your Second Proposal to provide and maintain Eight or Ten armed Boats, as you have neither described the Form or Size of the Boats, nor the Manner in which you would propose to employ them, so as to prevent the Incursions of the Muggs: We think that, in order to effect this, it will be necessary to build Boats of a Construction fit for the Sea, and capable of carrying a Military Force. We desire that you will be more explicit, both on these Points, and in the Estimate of the Charge which would attend such an Establishment.

We are,

Fort William,  
28th Jan<sup>r</sup> 1777.

Sir,  
Your most obedient Servants.

General Clavering sent in the following Protest, on signing the above Letter.

I have signed the Letter to Chittagong, in pursuance of the Company's Orders, but declare myself not answerable for the Contents of it, and protest against it.

(Signed) J. C L A V E R I N G.

Copy of Indenture to the Honourable F. L. A. W.

from the Board of Inspection at Fort William.

Extrac<sup>r</sup> of the Proceedings of the Board of Inspection, the 12th June 1777.

Read the following Letter from the Chief of Chittagong.

To the Honourable Warren Hastings, Esquire, Governor General, &c. Members of the

Board of Inspection at Fort William.

Honourable Sir, and Gentlemen,

I beg Leave to forward you the Indent of Captain Francis Forde, for Ordinary and Military Stores Account the Contract Vessel; he has provided a Vessel for the Pilot Service, and is about completing the rest of his Contract.

I am, with Respect,

Honourable Sir, and Gentlemen,

Agreed, That the following Letter be written to the Chief of Chittagong.

the 15th March 1777.

Extrac<sup>r</sup> of the Letter - (Signed)

F. L A W,

Chief.

Ordered, That the Indent for Ordnance and Military Stores be referred to the Board of Ordnance, with Directions to comply with it, if the Articles indented for appear to them proper for the Purpose required.

Ordered, That the Secretary do take the Assistance of the Company's Attorney, and prepare the Draft of a Contract with Captain Forde, and that the Penalty be fixed at Six thousand Two hundred and Fifty Rupees.

Agreed, That the following Letter be written to the Chief of Chittagong.

To Mr. Francis Law, Chief at Chittagong.

Sir,  
We have received your Letter of the 15th March, and have referred the Indent which accompanied it, for Ordnance and Military Stores, to the Board of Ordnance, with Directions to comply with it, if the Articles indented for shall appear to them proper for the Service for which they are required.

We desire to know if the Vessel which has been provided by Captain Forde, for the Pilot Service at Chittagong, and for the Defence of that Coast, be of the same Size and Burthen, and if she has the same Establishment of People belonging to her, as the Company's. Now the Amazon; and as we have ordered a Contract to be drawn out, to be executed by Captain Forde, you will be pleased to call upon him for his Securities for the Performance of his Engagements with the Company, acquainting him, at the same Time, that the Penalty has been fixed at 6,50 Rupees. We also desire to know, on what Day Captain Forde began upon the Execution of his Contract.

We are,  
Fort William,  
the 12th June 1777. Subscc<sup>r</sup> d<sup>r</sup> D. G. D. G. Your most obedient Servants.

F. L. A. W.

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EXTRACT

Extract of the Proceedings of the Board of Inspection, the 4th December 1777.

On the 14th Ultimo, the Secretary received the following Letter from the Governor General, with the Address and Bill accompanying it, from Mr. Ford, which were circulated for the Orders of the Board.

Sir,

I desire that you will send the accompanying Letter and Bill to the other Gentlemen of the Board, and request their Orders concerning the latter; which I am inclined to allow, in Consideration of the peculiar Circumstances of the Case, Mr. Ford's Absence from his Station being occasioned by his Arrest, and not by his own Choice.

I am,

14th November 1777. Your most obedient Servant, (Signed) W. H.

WILLIAM HASTINGS To the Honourable Warren Hastings, Esquire.

Honourable Sir,  
I am to hope your Indulgence will pardon me, for taking the Liberty of representing to you, that the long Time of my Confinement, since the 4th of June last, and my Absence from my Station, has not only been a Loss to me 1,320 R<sup>o</sup>, the Surgeon General, as Contractor, allowing 220 R<sup>o</sup> Monthly to the Surgeon at the Monghyr Station, but likewise has obliged me unavoidably to incur an additional Expence, by being separate from my Family; for, to prevent any Inconveniency that might happen to them during my Absence, I have constantly transmitted my Pay and Batta Bills to be paid at Monghyr, whereby I have been under the very disagreeable Necessity of borrowing Money from a Friend, to defray my trifling Expences of Subsistence during near Six Months Residence here. I need scarcely observe to you, Sir, that it is next to an Impossibility to maintain myself and a Family, divided as I am from them, upon 246 R<sup>o</sup> a Month. Your own Tenderneſſ will, I trust, quickly discern, that Necessity is my only Motive for addressing you, and requesting I may be allowed, through your Indulgence and Permission, to draw full Batta from the Time of my Arrival at the Presidency; The Sum, though in itself of no very great Amount, will yet be of considerable Assistance to me in my present extreme irksome Situation. I have ventured to enclose a Bill, which, if not disapproved by you, I shall esteem myself under an Obligation if you'll honour it with your Signature.

I am,

W. H. Hastings (Signed)

With the greatest Respect,  
Your much obliged, and very  
(Signed) JAS FORDE.

14th Novr 1777. The following Minutes were in consequence delivered.

The following Minutes were in consequence delivered. I agree to the Allowance, if it is approved by the other Members.

Mr. Francis.

I acquiesce.

Mr. Barwell.

I agree to the Allowance, if it is approved by the other Members.

The Contract between the Company and Captain Forde having been engrossed, is now laid before the Board, and executed, to be entered after this Day's Proceedings, and that the Secretary do also forward a Copy of it to the Chief at Chittagong, for his Information and Guidance.

ARTICLES of Agreement, indented, had, made, concluded, and fully agreed upon, this Twenty-eighth Day of January, in the Year of our Lord Christ One thousand Seven hundred and Seventy-seven, between the Honourable Warren Hastings, Esquire, Governor General, and Richard Barwell, Esquire, and Philip Francis, Esquire, Counsellors of the Presidency of Fort William, in Bengal, for and on the Part and Behalf of the United Company of Merchants of England trading to the East Indies, of the One Part; and Francis Forde, of Chittagong, in the Province of Bengal, now Master and Commander of the Ship Amazon, in the Service of the said United Company, of the other Part, in Manner and Form following; that is to say,

Whereas the said Francis Forde, in and by his certain Proposals in Writing, directed to Francis Law, the Chief Servant of the said United Company at Chittagong aforesaid, setting forth, that a Pilot Vessel is much wanted for the Use of the Coast and River at Chittagong aforesaid, and for the Preservation of Mariners, and the Property of Merchants trading on such Coast, as well as for protecting the said Coast and the Persons there residing, against certain Persons called The Muggs, who infest the same Coast, and commit Depredations therein, and on the Persons residing in and about the same, and hath offered to supply the Place with a proper Vessel for such Duty and Service, to be sufficiently sound and provided in every respect (except with such Ordnance and Naval Stores which shall be necessary for such Defence, which are to be provided by the said United Company); and also that he the said Francis Forde will pay the Expences of the present Marine established at Chittagong aforesaid, and will well and truly keep the Flag and Flag Staff at Chittagong aforesaid in proper Repair, on being paid by the said United Company the Monthly Sum of Dufmappa Rupees Two thousand and Five hundred, and being allowed by the said United Company the Use of the Bankshall at that Place (he the said Francis Forde keeping the same in Repair) as well as the old Flag Staff and Rigging now there lying and being: And whereas the said Governor General and Council, on Behalf of the said United Company, considering and being convinced of the Necessity of such an Establishment, have agreed to accept of such Proposals, and to contract with the said Francis Forde for his Performance of the above Service and Duties, during the Space of Five Years (if he shall so long live), as hereinafter is particularly mentioned: Now these Presents witness, that the said Francis Forde, for the Considerations of the several Sums of Money hereinafter mentioned and covenanted to be paid him by and on the Behalf of the said United Company, their Successors Governor General and Council, on the Part and Behalf of the said Francis Forde shall deration aforesaid, and for and in Consideration of the said United Company, their Successors himsself, his Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said Vessel, manned as hereinafter is mentioned, that is to say, That he the said Francis Forde shall and will, from the Seventh Day of March now next ensuing, for and during the Space and Term of Five Years (if he shall so long live) well and truly furnish and provide a good, fit, and proper Ship and Apparel, in Manner and Form following; that is to say, That he the said Francis Forde shall and will, from the Seventh Day of March now next ensuing, for and during the Space and Term of Five Years (if he shall so long live) well and truly furnish and provide a good, fit, and proper Officers, One Gunner, One Boatswain, One Carpenter, Six Seamen, and One Caulker, of Europeans or British Subjects, and also with One Servant, One Serang, One Tindal, One Coffab, and Twenty-five Lafscars, Natives of this Country, and in every other Respect properly and sufficiently equipped and furnished for the Pilotage of the said River and for the Defence of the said Coast (excepting such Ordnance and Naval Stores as shall be requisite in the Use of the said Ship for such Defence of the said Coast of Chittagong, which Ordnance and Stores are to be found and provided by the said United Company); and also that he the said Francis Forde shall and will well and truly pay all and every the Wages and Salaries of the Officers and other Persons hereinbefore mentioned for the Establishment of the said Ship, and shall and will well and truly pay all and every the Wages, Salaries, and other such Expences, as shall become due and payable from the said United Company, on Account of certain Persons composing or known by the Name of and truly find and provide, and during such Time established; and also, that he the said Francis Forde, his Executors and Administrators, shall and will well and truly have harm and good Repair, a Flag and Flag Staff at Chittagong aforesaid, for the Use and Purpose of guiding and directing Ships or Vessels drove or coming to the Coast or River aforesaid; and also, that he the said Francis Forde, his Executors and Administrators, shall receive from, and be paid by, the said United Company, the said Francis Forde, his Executors and Administrators, their Successors and Assigns, from all Costs, Charges, and Expences whatsoever, relating or concerning the several Matters and Things hereinbefore mentioned (except such Ordnance and Naval Stores as aforesaid) so that the said United Company shall not be put to or sustain any further Costs or Expences whatsoever relating thereto, otherwise than the said Monthly Sum of Dufmappa Rupees Two thousand and Five hundred: And the said Warren Hastings, Richard Barwell, and Philip Francis, Esquires, the now Governor General and Council of the Presidency aforesaid, for and on the Part and Behalf of the said United Company of Merchants of England trading to the East Indies, their Executors and Administrators, that he the said Francis Forde, his Executors and Administrators, shall receive from, and be paid by, the said United Company, their Successors and Assigns, Monthly, and for every Calendar Month, during the said Term of Five Years, or so long as he shall fulfil and perform his said Covenants and Agreements, and each of them, hereinbefore contained, the Sum of Dufmappa Rupees Two thousand Five hundred; and also that he the said Francis Forde, during such Time as aforesaid, shall have and receive

receive from the said United Company, and be found and provided, for the Use of the said Vessel, in the protecting the Coast of Chittagong aforesaid, a good, proper, and sufficient Quantity of Ordinance and Naval Stores; and also, that he the said Francis Forde, during the said Term of Five Years, or other the Continuance of these Presents, shall be allowed by them the said Governor General and Council, on the Part and Behalf of the said United Company, the free Use, Occupation, and Possession of the Building or Place called The Bankhall, at Chittagong aforesaid (provided the said Francis Forde shall keep the same in Repair) together with all such old Flag Staffs and Rigging as are now lying and being at Chittagong aforesaid. In Witness whereof the Honourable the Governor General and Council have set their Hands, and caused the Common Seal of the said Company to be affixed; and the said Francis Forde hath also set his Hand and Seal, the Day and Year first above written.

Sealed and delivered (where no Stamps are in use, or to be had) in Presence of

EXTRACT of Proceedings of the Board of Inspection, the 30th December 1779.

To Isaac Baugh, Esquire, Secretary to the Honourable Board of Inspection, Fort William.

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I have had the Honour of your Letter of the 25th Ultimo, accompanying an Extract of General Letter from the Honourable the Court of Directors, dated the 23d December 1778. I have the Pleasure of enclosing Two Orders I received from Mr. Law, to convince the Honourable Board that General Clavering must have been misinformed regarding his Minute mentioned in the 82d Paragraph; for I was actually Cruising with the Amazon on this Coast, from the first Intelligence of the Muggs being out until they returned into Port, regarding the Utility of an armed Vessel for the Protection and Defence of this Coast, as well as for the Pilotage, is well known to Three successive Chiefs, and to the Inhabitants, and, I may safely say, has been the Means of keeping this Coast free from Incursions of the Muggs. Since the Beginning of the Year 1771 I have had the Honour of serving the Honourable Company; during which Time I flatter myself I have done my Duty to the utmost. While on the Ballambarrgan Station, I was severely treated by the Chief and Council there, on which Account the Honourable the Court of Directors did me the Justice to take Notice of the Affair in their General Letter of the 3d March 1775, by the following Paragraph: "The Removal of Captain Forde from the Command of the Syren Snow, by our Chief and Council and Balambargan, without any Shadow of Complaint being alledged against him, has been entirely disapproved by us; and therefore, in case Captain Forde shall be returned to Bengal, and not have obtained the Command of some other Vessel in our Service, we recommend him to your Notice as a Man who has been a great Sufferer in consequence of being removed from the Command of the Syren."

I should be extremely sorry to incur the Displeasure of the Honourable Company; but as I have put myself to very great Expence in purchasing a Vessel, Stores, &c. to fulfil the Contract, they will, I hope, excuse my declining to relinquish it until the Time for the Contract is expired.

Chittagong,  
the 5th Dec' 17

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To Captain Sir.

From Accounts I have taken several P

taking away rice in 1862 and coast the Arracan

indicate them from four

Islamabad,

the 3d December 1771

To C  
Sir,

Having an account  
running longer out. Min-

immediately bring her into

Chittagong,  
- March 1872

fall Feb 1/1/.

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# SIR JOHN DAY'S Allowance.

EVT P A C K A G I N G

Par. 69. **I**T having been strongly represented to us, that it is absolutely necessary that the Company should have a Gentleman of Abilities, in the Profession of the Law, to act for them as an Advocate General in the Supreme Court of Judicature at your Presidency, we have thought proper to appoint John Day, Esquire, to hold such Office, in Behalf of the Company; and as, from the general Character he bears, as an able and judicious Lawyer, we have every Reason to hope that he may render the Company very essential Service as an Advocate General, we have granted him a Salary of £.3,000 per Annum, in full Consideration for all Demands and Allowances whatsoever, for his Services at our Presidency of Fort William. We have the Pleasure to inform you, that the General Court of Proprietors, at their several Meetings held (in consequence of the 37th Bye Law) on the 20th November, and 5th December, have not only agreed to confirm Mr. Day in that Office, and with the said Salary, but also have agreed to allow him the Sum of £.1,500 towards the Expences of his Passage, which we have accordingly paid him. Mr. Day will proceed to Bengal on the Ship Lord North, by which Ship we shall transmit a Copy of the Authority he will receive from the Company, under their Seal, appointing him to the Office aforesaid.

EXTRACT of Proceedings of the Board of Inspection, 22d April 1793.

To the Honourable Warren Hastings, Esquire, Governor General, and Members of the Supreme Council.

Honourable Sir, and Gentlemen,

Honourable Sir, and Gentlemen,  
When the Company did me the Honour to call me to my present Situation in their Service, and  
Idea prevailed, I believe, in every Mind at Home, as well as in mine, that, while I derived Conse-  
quence and Influence from the Conduct of their Law Business (for which they assigned me what-  
ever appeared to them a liberal Allowance) I should find the Means of a rapid Accumulation, in the Emo-

lumens that would accrue to me from my being consulted in the Causes of private Suitors. By such Reasoning I have been led to forego every other Plan of Ambition or Interest, and assume an Office, and undertake a Voyage, which, without realizing any one of my Expectations,

completely cloaked every Prospect I built upon at Home; and I now find, that, like other Reasonings upon a Scene so distant, most of the Advantages I looked for had their Foundation only in empty and unfounded Speculation.

The Law Business of the Company (who have the First Claim upon me) has so increased, and the Causes in which their Interests are immediately at Stake, or in which they are bound to stand forward, and defend such of their Servants as are exposed to ruinous Litigations, for having acted in Obedience to Orders, or in Discharge of the Duties of their respective Situations, have so multiplied,

that there remains not a single Hour for that private Business, to the Examinations from which I once looked for the Improvement of my Fortune.

But were it otherwise, and were not the public Business more than sufficient to occupy every Moment of my Time, the Honourable Board will see that, in the present State of Things, it is impossible, from the first Aspect of a Cause (which may perhaps appear to be merely of a private Nature) to say in what future Stage of it the Company's Rights may seem likely to be affected, and of consequence at what Time it may become my Duty to defer those who may have committed the

Management of their Cause to me, and transfer my entire Attention to that of the Company. Under such Circumstances, no private Litigant can in Justice to himself resort to me, neither can I in Honour possess myself of the Interior of his Case; this Source of Emolument then being thus stopped, it follows, that my Salary (which in the Style in which my Station compels me to live furnishes a bare Support) constitutes the Whole of my Income, without a Surplus of a single Rupee for Accumulation.

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How far so unexpected a State of Things may warrant an Application to Government for an Encrease of my Appointments, rests with their Liberality and Consideration to determine.

How far I have a Claim to an Establishment (grounding such Claim upon a recent Precedent, in the Case of the Company's Attorney) their Justice will decide, and in what Degree it may be for the Interest of the Company to concenter all my Efforts, and my whole Attention, and directing them solely to the Care of those Interests, give me what they shall deem a sufficient Compensation, their public Spirit, and Solicitude for the Rights of their Constituents, will suggest.

Upon this Ground then I leave it, in the most perfect Confidence, that what can be done consistently with their Duty to mend my Situation will be done, determined at the same Time (should this Application lead to nothing) not to repine or slacken in my Duty, but at every Hazard

severe in the Discharge of it, till the Company's Pleasure shall be known, or till something worse than contracted Means shall force me from my Station.

I have the Honour to be,

Honourable Sir, and Gentlemen,  
With the most perfect Respect,  
Your most obedient, and

most humble Servant,

(Signed) J O H N D A Y.

Governor General.

I desire that the Secretary will send this Letter, with the Extract of the Company's Orders, respecting the Salary of the Advocate General, in Circulation, for the Opinion of the Board upon the following Question:

Whether the 69th Paragraph of the General Letter from the Court of Directors, of the 16th of April 1777, which directs, "That the Advocate General be allowed a Salary of Three thousand Pounds per Annum, in full Consideration for all Demands and Allowances whatsoever, for his Services at this Presidency," is intended to limit the Allowance or Allowances of the Advocate General to the specific Sum of Three thousand Pounds per Annum, for all Services to be performed by him, of whatever Nature; or, whether it is intended for the Salary of his Office of Advocate General only, and his other Allowances left to be regulated at the Discretion of the Board?

Previous to the Opinion which I shall give in its proper Order on this Question, I think it incumbent upon me to offer it as my Opinion, that it will not be in the Power of the Advocate General to fulfil the Duties of his Office as he ought, if he is allowed to undertake the Defence of private Suits; and that he ought to be restricted in like Manner with the Company's Attorney, solely to the Business of the Company.

The Opinions on the Governor General's Question are recorded in the Consultation of the 20th of May.

EXTRACT of Proceedings of the Board of Inspection, the 20th May 1779.

The Letter from the Advocate General, recorded in Consultation the 22d of last Month, having been sent in Circulation, with the Minute delivered thereon by the Governor General, and the 69th Paragraph of the Company's General Letter of the 16th of April 1777, the following Opinions were returned by the Members of the Board.

Sir Eyre Coote.

The Advocate General's Argument is so perfectly clear, in the Propriety and even Necessity of restraining his Labours to the Company's Business alone, that I cannot but entirely agree with him, and of course think him entitled to some Compensation for the Fees that an exclusive Attention to their Business will be the Cause of taking from him, and which I apprehend he, as a Member of the Law, is allowed to receive by the late Act of Parliament; but independent of this I am clearly of Opinion, that the 69th Paragraph, fixing his Salary to £ 3,000, solely and positively alluded to his Personal Pay, the Requital of his own immediate Labours in the Discharge of his Duty, and not to the Official Charges which that Duty may exclusively entail.

(Signed)

E. C.

April the 24th, 1779.

I entirely agree with the Governor General, that it will not begin the Power of the Advocate General to fulfil the Duties of his Office as he ought, if he is allowed to undertake the Defence of private Suits; and that he ought to be restricted, in like Manner with the Company's Attorney, solely to the Business of the Company.

The 69th Paragraph of the General Letter from the Court of Directors, of the 16th April 1777, is to clear and to decisive of the Intention of the Court of Directors and Proprietors, regarding the Salary to be allowed to the Advocate General, "that I am astonished any Question could arise from it; I shall therefore answer it as nearly as possible in the Words of the Paragraph; viz.—I am of Opinion, that

24th April 1779.

that Three thousand Pounds per Annum was meant to be in full Consideration of all Demands and Allowances whatever, for the Services of the Advocate General at this Presidency, neither subject to the future Controul of the Court of Directors, or of the Governor General and Council of Bengal, but alterable, revocable, by a Court of Proprietors only.

But it is as certain, that they did not mean to restrain the Advocate General from those solid Advantages which he might expect to derive from his professional Abilities; neither do I think that he ought to be restrained, without a Prospect of an adequate Consideration.

Mr. Francis.

I can only answer the Governor General's Question in the Terms of the Company's Orders, viz. that the Salary allowed to the Advocate General was intended to be *in full Consideration for all Demands and Allowances whatsoever, for his Services at this Presidency.*"

Mr. Barwell.

I agree entirely with Sir Eye Coote.

Governor General.

The Question proposed in my Minute of the 22d of April, has been misunderstood by Mr. Francis and Mr. Wheeler, and has been so clearly explained in the Minute of Sir Eye Coote, that I think it sufficient to refer to that, both for the Meaning of the Question, and for my Opinion upon it.

Resolved accordingly, That it is the Opinion of this Board, that the 69th Paragraph of the Company's General Letter of the 16th of April 1777, fixing the Salary of the Advocate General to Three thousand Pounds per Annum, solely and positively alludes to his personal Pay, the Requital of his own immediate Labours in the Discharge of his Duty, and not to the Official Charges which that Duty may exclusively entail, I move, That he be allowed an Establishment of Two thousand Five hundred Current Rupees per Month, for all Official Charges incident to his Office.

Mr. Wheeler.

I adhere to my former Opinion on this Subject.

Mr. Francis.

And I.

Mr. Barwell.

And I.—I have no Objection to the Sum proposed.

Resolved, That the Advocate General be allowed an Establishment of Two thousand Five hundred Current Rupees per Month, for all Official Charges incident to his Office: And, Ordered, That the same do take Place from the Time of the Arrival of Sir John Day in Bengal.

#### *EXTRACT of Proceedings of the Board of Inspection, the 17th June 1779.*

Governor General.

The Board having, in Consultation the 20th May, resolved that the 69th Paragraph of the Company's General Letter of the 16th of April 1777, fixing the Salary of the Advocate General to Three thousand Pounds per Annum, solely and positively alludes to his personal Pay, the Requital of his own immediate Labours in the Discharge of his Duty, and not to the Official Charges which that Duty may exclusively entail, I move, That he be allowed an Establishment of Two thousand Five hundred Current Rupees per Month, for all Official Charges incident to his Office.

Mr. Wheeler.

I adhere to my former Opinion on this Subject.

Mr. Francis.

And I.

Mr. Barwell.

And I.—I have no Objection to the Sum proposed.

Resolved, That the Advocate General be allowed an Establishment of Two thousand Five hundred Current Rupees per Month, for all Official Charges incident to his Office: And, Ordered, That the same do take Place from the Time of the Arrival of Sir John Day in Bengal.

#### *EXTRACT of Proceedings of the Board of Inspection, the 18th July 1779.*

The Secretary begs Leave to observe, That it appears, from the Opinions delivered upon the Question respecting the Establishment lately fixed for the Advocate General, to have been the Sense of the Board, that the Advocate General ought not to be allowed to undertake the Defence of private Suits, and that he should be restricted, in like Manner with the Company's Attorney, solely to the Business of the Company; but as this Clause was not directly proposed, either in the introductory Question upon the Signification of the Company's Orders with regard to the Advocate General's Salary, or in the subsequent one, which ultimately fixed his Establishment, it does not stand as a Part of the Board's Resolutions, nor has any Communication been made of it to the Advocate General. The Secretary believing, however, this Clause to be the Condition on which the Establishment was intended to be allowed, he requests to receive the Opinions of the Board expressly upon it; and if it should be resolved in the Affirmative, he further requests to know, whether an Obligation to the above Effect shall be

be taken from the Advocate General, or whether an Intimation of it by Letter only will be sufficient.

The Question is accordingly put, Whether the Advocate General shall be restricted, in like Manner with the Company's Attorney, solely to the Business of the Company?

Mr. Wheler.

As I was not a Party in voting an Increase of Salary to the Advocate General, I desire to be excused from giving any Opinion upon the present Question.

Mr. Francis.

The Majority of the Board who voted the Augmentation know best upon what Conditions they meant to give it: I did, for my own Part, understand that it was meant to be a Compensation for the Loss which the Advocate General might be supposed to suffer by declining private Business. He himself proposed the Restriction, and I think it reasonable.

Mr. Barwell.

I did not take the Restriction into my Consideration, when I gave my Assent to the Increase of his Salary. If it is now a Question, whether such Restriction is reasonable, the Admission of it by the Advocate General himself, in his Application for an Increase of Salary, must decide it. He stands engaged to the Terms of it.

Governor General.

It was the Ground of Sir John Day's Application, and I understood this Restriction as necessarily involved in the Resolution of the Board; it is therefore my Opinion, that the Advocate General should be restricted, in like Manner with the Company's Attorney, solely to the Business of the Company; and that an Obligation to that Effect should be taken from him.

Resolved, That the Advocate General be restricted, in like Manner with the Company's Attorney, solely to the Business of the Company.

Ordered, That the Attorney be directed to prepare an Obligation to that Effect, to be taken from the Advocate General.

EXTRACT of General Letter from Bengal, dated 14th January 1780.

Par. 10. Sir John Day having addressed us upon the Subject of the Salary annexed by the 69th Paragraph of your Letter of the 16th of April 1777, to his Appointment of Advocate General at this Presidency, and the Opinions of the Members of the Board having been taken concerning your Intention in the said Paragraph, it was resolved, That "it solely and positively alluded to his personal " Pay, the Requital of his own immediate Labours in the Discharge of his Duty, and not to the " Official Charges which that Duty might exclusively entail." An Establishment of 2,500 Current Rupees per Month has been in Consequence allowed him, for all Charges incident to his Office.

III. We think it proper to remark, that the Advocate General has been restricted from under-

taking the Defence of private Suits, that he may confine his Attention solely to the Business of the Company. We persuade ourselves, that the Augmentation will be considered by you as only adequate to the Loss which he may be supposed to suffer by entering into such an Obligation, and to the Advantage the Company may be expected to derive from it.

EXTRACT of Letter to Bengal, dated 2d February 1781.

Par. 51. We are much concerned at feeling ourselves under an absolute Necessity of disapproving the Conduct of our Governor General and Council, in giving an increased Salary to our Advocate General; not thinking ourselves at Liberty either to grant, or to countenance the granting, of an increased Salary, beyond the £. 3,000 a Year allowed by the General Court, and declared expressly by the Resolution to be "in full Consideration of all Demands and Allowances whatsoever for his Services to the " Company at that Presidency." It is unnecessary for us to discuss Sir John Day's Merits or Services to determine on the Measure; it is sufficient for us to say, that the General Court have declared that £. 3,000 a Year should be a full Satisfaction to Sir John Day for his Services; and that we hold ourselves bound by the Resolution of the General Court, and cannot allow it to be disregarded by the Company's Servants in India; therefore we direct, that the increased Allowance made to Sir John Day, of 2,500 Rupees per Month, by the Governor General and Council, on 17th June 1779, be forthwith discontinued from the Receipt of this Letter.

As we wish to support the Dignity of our Advocate General in every Thing that is proper, but we cannot wish to sacrifice his Refusal to comply with such Formalities as the Court

Court of Judicature by its Authority and Jurisdiction have a Right to require.—In this, however, as it is a Law Matter, we have not depended on our own Judgements, but have taken the Opinion of his Majesty's Attorney and Solicitor General, and our own Standing Council, of which we send you Copies herewith.

53. When Sir John Day was appointed our Advocate General, it was with the Intent that he should go into Court to plead in the Company's Causes, which we must expect him to do accordingly.

CASE for the East India Company.

26th March  
1774.

His Majesty, by Charter, granted that there should be at Calcutta, in Bengal, a Supreme Court of Judicature, to consist of a Chief Justice and Three other Judges, to whom sundry Powers therein mentioned are given, and amongst others the following, viz.

“ And we do hereby further authorize and empower the said Supreme Court of Judicature, at Fort William in Bengal, to approve, admit, and enrol such and so many Advocates and Attorneys at Law as to the said Supreme Court of Judicature, at Fort William in Bengal, shall seem meet; who shall be Attorneys of Record, and shall be and are hereby authorized to appear, and plead and act for the Suitors of the said Supreme Court of Judicature, at Fort William in Bengal; and the said Advocates and Attorneys on reasonable Cause to remove; and no other Person or Persons whatsoever but such Advocates or Attorneys, so admitted and enrolled, shall be allowed to appear, and plead or act in the said Supreme Court of Judicature, at Fort William in Bengal, for or on Behalf of such Suitors, or any of them.”

The Company made the following Appointment of an Advocate General at Bengal.

“ The United Company of Merchants of England trading to the East Indies, to Sir John Day, Knight, greeting. We the said United Company reposing especial Trust and Confidence in your Integrity, Learning, and Experience in Law Affairs, do, by these Presents, constitute and appoint you to be our Advocate General at our Presidency of Fort William in Bengal, to give Advice in all our Law Affairs whereon you shall be consulted by our Governor General and Council of our said Presidency of Fort William, and by our President and Council of our Board of Trade there, and to plead for us in all British Courts of Record erected, or to be erected, at our said Presidency of Fort William in Bengal, in all Prosecutions, Suits, and Causes wherein we are or shall be concerned or interested, or which are or shall be carried on or defended by our Order, or by the Orders of our said Governor General and Council of our said Presidency of Fort William, or of our said President and Council of our said Board of Trade there, and to transact and do all other our Law Business and Affairs which shall happen and arise at our said Presidency, in such Sort and Manner as such like Business would be transacted and done for us by any Person in the Rank and Station of a Counsellor at Law in Great Britain; but subject nevertheless to the Controul, Orders, and Directions of our said Governor General and Council of our said Presidency of Fort William, and of our said Presidency and Council of our Board of Trade respectively, in the Causes, Matters, and Things arising in their respective Departments, to hold, exercise, and enjoy the said Office of Advocate General aforesaid, from and immediately after your Arrival at our said Presidency of Fort William in Bengal aforesaid, during our Will and Pleasure, but nevertheless subject to be displaced and removed at the Will and Pleasure of our said Governor General and Council, such Will and Pleasure of us to be signified under the Hands of Thirteen or more of our Court of Directors, and such Will and Pleasure of our said Governor General and Council to be signified under the Hand of their Secretary, by Order of any Council duly held by them. And we do hereby give and grant unto you, the said Sir John Day, a certain Salary or Allowance at and after the Rate of £.3,000 of lawful Money of Great Britain per Annum, to be paid to you by quarterly Payments by our said Governor General and Council, at such Times, and in such Manner, as Salaries are or shall be paid to our other Officers and Servants at our said Presidency of Bengal; which said Salary or Allowance is to be paid to and be accepted and taken by you in full Satisfaction for all Fees, Demands, or Allowances whatsoever, for your Services to us in the said Station of Advocate General at our Presidency of Fort William in Bengal. Given under our Common Seal, &c. 2d July 1777.”

The following Patent of Precedence was granted to Sir John Day by His Majesty.

“ We, of Our especial Grace, certain Knowledge, and mere Motion, will, and by these Presents, do grant unto Our trusty and well-beloved Sir John Day, Knight, Advocate General of the United Company of Merchants of England trading to the East Indies, that during Our Pleasure, and no longer, he may and shall, in all British Courts of Record erected, or to be erected, at the Presidency of Fort William in Bengal, have Rank before, and take Place and Precedence of all other Advocates of the said Courts already admitted, or hereafter to be admitted: And We will that these Our Letters Patent shall be allowed in all Our said Courts whatsoever; We will also, and by these Presents grant to the said Sir John Day, that he may and shall have these our Letters Patent duly made, and sealed under Our Great Seal of Great Britain, without Fine or Fee, great or small, to [N° 6]

5th December  
1777.

567.

" to be for the same in any Manner rendered, done, or paid to Us, in Our Hanaper or elsewhere " to Our Use, although express Mention of the Certainty of the Premises in these Presents is not " made, or any other Thing, Cause, or Matter whatsoever, in anywise notwithstanding. In " Witness, &c."

Sir John Day after his Arrival at Bengal, applied to the Judges, by a Letter to the Chief Justice, to be informed whether it was the Opinion of the Judges, that though he was honoured by the Crown with the Letters Patent, he was nevertheless still bound to apply for an Admission in the common Form, and that without such Admission he did not take any Thing by the King's Grant?

The Chief Justice answered that Letter, That he was instructed by the Judges unanimously to acquaint him, that they were (when he pleased to apply to the Court) ready to admit him an Advocate, without entering into any Consideration of the Question whether he had a Right to act as an Advocate without Admission. That if that was not satisfactory, and he wished to bring that Question to a Decision, they were of Opinion, that it could only be properly decided when it came judicially before them—that of their ready Allowance of the King's Letters Patent, and their Recognition of Sir John Day's Rank and Precedence, there could be no Doubt.

Sir John Day has not applied to the Court for a judicial Decision of the Question, Whether he has a Right under the King's Patent to take his Seat in Court as an Advocate, without previous Admission under the Charter of Justice?

Q. Does the King's Patent of Precedence give Sir John Day a Right to practise as an Advocate in the Supreme Court at Bengal, without Admission by the Judges; or must he be admitted in the same Manner as other Advocates are admitted, under the Authority of the Charter of Justice?

I am of Opinion, His Majesty's Patent of Precedence does not give to Sir John Day a Right to practise as an Advocate in the Supreme Court at Bengal, without Admission by the Judges, the negative Words in the Charter excluding every Person not admitted from appearing or pleading; but whether the Patent does not entitle Sir John Day to be admitted an Advocate, unless there be reasonable Objection on the Part of the Judges, is a Question which the Circumstance of the present Case does not give Occasion to discuss, the Judges being willing to admit Sir John Day, and give him the Precedence.

25 December 1780.

This Question arises upon a Charter and a Patent of Precedence, which are not similar to any that ever occurred to me, and which do not seem to have been very well considered: But according to the most rational and consistent Construction which I can give to both of them, I think that Sir John Day had not a Right to practise as an Advocate without Admission, which the Judges without very special Reasons were not at Liberty to refuse.

Temple,

1st December 1780.

I am of Opinion the Patent of Sir John Day gives him a legal Right to practise as an Advocate in the Supreme Court of Bengal, a Right derived from the same Authority with that of the Judges, and therefore existing independent of their Pleasure; but the Dispute seems to me merely verbal, for no Court can acknowledge any Right until it is formally claimed; and Proof of this Right can only be made by a Production of the Patent, when doubtless the Court will receive Sir John Day in the Form used in England, by the Chief Justice in open Court declaring the Grant, and directing him to take his Place within the Bar. It seems to me improper to require more than a Recognition of his Rank and Precedence: Neither will a direct Decision, that no Form of Admission of him as an Advocate is necessary, affect in the smallest Degree any subsequent Question which may arise respecting a Power of Control which the Judges may be supposed to possess.

Inn Temple,

27th November 1780.

(Signed) JAS WALLACE.  
(Signed) J. MANSFIELD.

(Signed) G E O. ROUS.

THE PACKET from the Honourable Court of Directors, per Rodney Brig, having been forwarded from Fort St. George in a Danish Ship, was opened at Mr. Wheeler's, and found to contain the General Letters dated 2d and 7th February 1781, together with the Papers, as per List of Packet.

Read the General Letters from the Court of Directors of the 2d and 7th February 1781.  
Ordered, That the Paragraphs of the General Letter dated the 2d February be distributed as follows:

Para. 51, 52, and 53, to the Advocate General and Civil Paymaster.  
Ordered, That the Civil Paymaster discontinue the increased Allowance to Sir John Day, from the  
End of this Month.

*EXTRACT of Bengal General Consultations, the 6th August 1781.*

Read the following Letter from the Advocate General.

Honourable Sir, and Gentlemen,

I have been this Day furnished, by your Order, with Copies of those Paragraphs of the General Letter by the Rodney, which announce the Commands of the Court of Directors with respect to the Reduction of my Appointments, and at the same Time speak their Expectations as to the Manner in which I shall in future perform the Functions of my Office; thereby adding to its Labour and Responsibility, in the Proportion that they have taken from its Emoluments.

By these Paragraphs I am informed, that the Court of Directors have seen Reason, and have signified their Pleasure accordingly, to discontinue the Allowances which, soon after I had reached my Station, you were pleased to grant me; as well in Consideration of the Disappointment to my Fortunes from the then State of Business in the Supreme Court (to my probable Share of which I had once looked for Means of their rapid Advancement) as in Compensation for my engaging my undivided Services to the Company, and devoting my entire Attention to their Affairs.

It were superfluous to represent to you, Gentlemen, the Aspect of Things at the Time of my Arrival, which compelled me to apply for an increased Allowance, for that were to state to you the Ground of your Proceedings, and the Motives of your own Conduct;—it were as superfluous to remind you of the desperate Struggle which almost immediately followed, between the Powers of Government, and those claimed by the Supreme Judicature; a Struggle, in which it must be evident to you, that I could not have discharged my Duty to the Company in the Manner and with the Effect which the important Consequences that are at Hand, and your very honourable Applause at the Time encourage me to believe I have, if my Fortune had depended upon my Practice in Court, and my Character and Consequences upon the Approbation and Good-will of the Judges.

My Reasons for not going, situated as I was, into Court to plead, at least in the Company's Causes, have been long since declared without Reserve, and are generally known; they appear to have been satisfactory to you, Gentlemen, and with me, I confess, that in the present State of Things they are invincible; they are of a later Existence, and of much greater Force, than those assigned in that hasty and unconsidered Correspondence with the Chief Justice, which I did not, when it passed, imagine was to have been sent Home recorded; if I had, the Discussion on my Part should have been more full, and my Letters should have been more guardedly written. Upon the latter only, the Court of Directors can however have formed their Judgment, and founded their present Expectation, for of the former they are yet to be possessed. But these are Topics, which are, perhaps, more properly referred as Matter for the Representation which I mean to address to the Court of Directors upon the Subject; I shall prepare it without Delay, and with your Approbation it shall be sent by the earliest public Dispatch.

Without waiting for the Result, you, Gentlemen, will, I am persuaded, at this Time, "distress my Merits and Services," if any there are which may be urged as a Title to your Favour; by them only your Conduct to me will, I promise myself, be measured, and for them I trust it will not be thought vanity in me to refer you to your Records.

If it shall appear to you (and upon such Matters you are clearly the best qualified to judge) that the additional Allowances to your Advocate General were only a moderate Compensation for his exclusive Services to the Company, were necessary to the Dignity and Independence of his Station, and that, instead of the wider and more splendid Views which had allured him to this Country, they opened the only Prospect that remained (and that at the End of many Years) of a decent Shelter for the Decline of Life; if he has, with Vigilance and Energy, with Zeal yet Temper, with Firmness and tolerable Ability, upheld the Rights of the Company's Government, and affisted those of human Nature, upon Questions of novel Aspect, and of fearful Magnitude, and opposed to superior Abilities, to formidable Powers, and to menacing Appearances; if his Opinions have been approved of by all Ranks of Men at Home; and, finally, if your having acted in Conformity thereto shall have led to a Parliamentary Corrective of the many Defects complained of in the System;—you will not (all these Things being before you) as the immediate and proper Return for such a Conduct, by rendering his Station no longer tenable with Honour to himself, or Advantage to his Employers, dismiss him in Effect their Service.

You will rather, I presume to hope, think yourself warranted, as well by the Peculiarity of the Case I have stated, as by a recent Precedent upon your Proceedings in suspending the Operation of the present Order in all its Parts, till the Effect of the intended Representation to the Company shall be known: In full Assurance of which

Calcutta,

4th of August, 1781.

I have the Honour, &c. &c.  
(Signed) J O H N D A Y.

Agreed,

560.

Agreed, That the Orders of the Court of Directors, contained in their General Letter dated the 2d February 1781, respecting Sir John Day, as well those which direct his taking his Place in Court, and pleading in the Company's Causes, as those which relate to the Reduction of his Allowances, be suspended, for the Reasons assigned in Sir John Day's Letter, until the Result of the Representation on the Subject, which he has now signified his Intention of addressing to the Company, be known, provided he pledge himself (should the Court of Directors disapprove of it) to refund whatever Sums he may receive from this Date, above the Salary granted him by the Company, of £ 3,000 per Annum.

*EXTRACT of Bengal General Consultations, the 28th September 1781.*

Read a Letter, as follows, from Sir John Day.

Honourable Sir, and Sirs,

I am honoured with your Commands of the 13th, and with them I have received an Extract of the last General Letter from the Company, by which I am informed, that " the Court of Directors, having understood that I could give very material Information and Instructions respecting Matters which passed at Fort St. George, while I was at that Presidency, had directed you to request I would communicate, to the Person appointed to collect Evidence in support of the Charges brought against their late Servants there, every Information and Assistance in my Power."

I know not from what Source the Court of Directors have in this Instance drawn their Information, from me they certainly have not received it; such Difference is however due to their Request, that every satisfactory Reason should be assigned by any Servant of the Company, who does not immediately assent to it.—I do not fear to state mine to you, Gentlemen, and to leave them with your Feelings.

The professed Purpose for which I had the Commands of the Company in the Summer of 1777, to accompany their late President to Madras, was, that I might be assistant to their temporary Government there, in the Enquiry which they had ordered to be made upon the Spot, into the true Source of the late Disorders, and the Conduct of those who were accused of being the principal Actors in them. Whether any Enquiry of the Kind has ever been set on Foot I am to this Hour uninformed, but that during an Attendance of Eight Months at Madras, I was not in a single Instance resorted to by the then President and Council, or considered as being in any Degree necessary to the Execution of that or any other of the Company's Orders. I have long since informed the Direction, in a Letter which I addressed to the Chairman, soon after my Arrival in Bengal, and I will add now, as Matter pertinent to the present Subject, that if I had been consulted and employed, and in the Discharge of my public Duty, if any Thing had come to my Knowledge, which I conceived might facilitate the present Enquiry, and advance the Ends of Justice, and the Interests of the Company, thus called upon, I should not hesitate to divulge it.

Here, however, I must be allowed to draw my Line, and say, that any Knowledge of the Transactions mentioned in the Company's late Orders, which I may have acquired in the Intercourse of *private Life*, and which having been confidentially communicated, should therefore be held inviolable, must still remain in my own Breast.

Had it pleased the Court of Directors to have committed this Enquiry to me, such Knowledge would have been a Guide to me in conducting it, and might perhaps have enabled me to prosecute it with Vigour and Effect, and in that Way only it could by me have been justifiably employed; but in the Course the Business has taken, to impart it at their Instance to another, does not fall, I apprehend, within any Part of the Duty which I owe to the Company; and without being utterly unmindful of that which I owe to myself, and descending to a Character in which, to my Apprehension, there is Dishonour, it becomes impossible that I should, upon this Occasion, manifest the ready and respectful Attention which, upon any other I should think I owed to the Will of my Superiors.

Though for such Reasons I decline the Office of furnishing Information as to the Facts which form the Subject of the intended Enquiry, I should most readily comply with the other Part of the Request,

of the acknowledged Ability of the Gentleman to whom, by the Orders of the Court of Directors,

this important Business is confided, did not render any Assistance from me superfluous.

Calcutta,

20th September 1781.

(Signed)

JOHN DAY.

Ordered, That the Secretary do acknowledge the Receipt of the above Letter.

## EXTRACT of Bengal General Consultations, 8th October 1781.

Read the following Letter from Sir John Day.

Honourable Sir, and Gentlemen,

I am honoured with your Answer to my Letter of the 4th of August, which informs me, that, for the Reasons therein assigned, the Execution of the Company's late Orders respecting me shall be suspended, till the Result of my intended Representation to the Court of Directors shall be known.

The Suspension of the Order which reduces my Allowances nearly One Half is however qualified, I observe, with a Condition which seems to take from it every Idea of Indulgence, and to give it an Effect directly contrary to that which I understood had been intended. The Condition I allude to runs thus:

" Provided you pledge yourself (should the Court of Directors disapprove of it) to refund whatever Sums you may receive from this Date, above the Salary granted you by the Court of Directors, of £. 3,000 per Annum."

I presume to offer the following Reasons, Gentlemen, for your Consideration, why I should not be obliged to draw my present Appointments, subject to an eventual Refund of any Part of them, or pledge myself for the Performance of a Condition, which renders the Suspension, so far as it professes to be an Indulgence to me, nugatory and of no Effect.

1st. Because the Court of Directors, with my public Conduct, and the very honourable Applause which has followed it from this Government, before them upon their Correspondence, with a perfect Knowledge also of the State of Things, which has been fatal to my Views in this Country, and in the very Moment when my Efforts in my own Line promised immediate Advantage to their Affairs; having nevertheless thought proper to reduce my Allowances to a bare Subsistence, I see no reasonable Grounds of Hope in the present Aspect of Things, that they will be induced, by any Representation I can make, to relax in the Principles and Motives which have suggested such a Resolution. That Effect I conceive can only be produced by the Reasonings which you may think proper to employ in Support of your own Act; and I can be benefitted only by your adhering to it (as you have done in other Cases of peculiar Hardship) till the Influence of those ~~Reasonings~~ Reckonings upon the Court of Directors shall be known.

2dly. Because, in the Interval, until the ultimate Decision of the Court of Directors shall arrive, if that shall be adverse, I shall have devoted my Labours, and (which to me is still more momentous) my irredeemable Time, not at the Price at which this Government, fully informed of their Value, has rated them, but for the inferior Consideration at which (reckoning upon Advantages which did not at the Time exist) I had engaged when I was called to my present Office, that I would give them to the Company, and to which, as to an Agreement that is irrevocable, and not to be qualified or controlled by any Change of Circumstances, they now inflexibly hold me.

3dly. Because, with a nominal Superiority in my Appointments, and a real Trust and Responsibility proportionate thereto, my original and irremovable Allowances (upon which alone I can reckon, and which, contrary to all Expectation, constitute the entire Produce of my Office) are less than those which are held by others who are in Trust and Station confessedly inferior.

4thly. Because a Suspension, thus qualified, holds out a delusive Accession of Income, which leaves me without a certain Guide to my Expences.

5thly. Because, under the Apprehension of being called upon to refund, the small Accumulation which my increased Allowances will afford can only remain an unemployed Deposit in my Hands; for it can neither be lent, nor remitted, nor employed in any other Way in which it may be subjected to the smallest Hazard.

6thly. Because the hard and unlooked-for Measure which, in this Instance, I have experienced from Home, gives me a Claim, I presume to think, to every Mitigation here that is authorized by Precedent; and there will not readily occur, I apprehend, any satisfactory Reason why, instead of exacting from me a positive Engagement to refund (should such be the final Determination of the Court of Directors) the usual Alternative at least should not be allowed to remain open to me, an Alternative sufficiently hard upon one who had embarked in the Company's Service with such splendid Expectations, and has seen them so suddenly, and by such unlooked-for Means, defeated and laid prostrate.

And finally, and most forcibly, because by the Condition of the Grant from this Government, which in lieu of a preferable, has given the Company an exclusive Right to my Services, the Nature of my Compact with them so totally changed, and by such Change Advantages having been evidently lost to me which are now irrecoverable; the Company cannot in common Justice, I apprehend, resume the Consideration, inasmuch as they cannot now replace me in the Situation from which they have taken me.

For these, and for other Reasons of equal Force, which will readily suggest themselves to the Honourable Board, I shall not, I trust, be thought to look for an unreasonable or an unmerited Indulgence, if I speak a Hope that my present Appointments shall be unconditionally continued to me, till the final Order of the Company upon the Subject shall be known.

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I have only to add, that I accept, with a due Sense of it, the Accommodation afforded me, in your suspending the Operation of the other Orders by which I might have been affected; an Indulgence, the Justice and Propriety of which I hope to evince in a Representation which I mean to address to the Company by the earliest Opportunity.

Calcutta,  
24 September 1781.

I have the Honour, &c.  
(Signed) JOHN DAY.

Ordered, That the above Letter lie for the Consideration of a fuller Board; and that Copy of it be in the mean Time forwarded to the Governor General.

The Secretary acquaints the Board, That in Obedience to the Orders of the Court of Directors, dated 2d February last, Orders were issued on the 27th September to the Civil Paymaster, to cease the Payment of the additional Allowance to Sir John Day.

EXTRACT of General Letter from Bengal, dated 29th December 1781.

Par. 52. On Receipt of your Orders for striking off the extra Allowances which had been granted to your Advocate General, we communicated them to him, and gave Directions to the Civil Paymaster to suspend the Payment of them in future. Sir John Day has addressed Two Letters to us in consequence, which we take Leave to point out to your Attention, as we wish that the Nature of his Situation, and the particular Circumstances that induced us to grant him the Allowances you have disapproved of, should be fully understood and considered by you; persuading ourselves, with these Materials before you, that you will regard his Claim in a more favourable Light.— Whatever your Determination upon this Subject may be, we shall carry it into Execution without infringing your present Orders.

Read the following Letter from Sir John Day.

EXTRACT of Bengal General Consultations, 13th June 1782.

Honourable Sir, and Gentlemen,  
Knowing how importantly you have been employed since the Governor General's Return to the Presidency, I have hesitated to draw your Attention for a Moment to my Situation; and in the Belief that my last Address would be brought forward as soon as there should be a Respite from more momentous Business, I have waited thus long in silent and anxious Expectation.  
I now beg Leave to remind you, that by your Resolution of the 8th October 1781 the Order of the Court of Directors to discontinue my increased Allowances having been suspended, conditionally, that I pledged myself to refund if they should disapprove, I did not decline the Indulgence offered, though qualified with such Condition; but, as many Reasons, resulting from the peculiar Circumstances of my Situation, and from the Change which by an Act of this Government had, since the Institution of my Office, taken Place in the Nature of my Engagements with the Company suggested themselves, why in my Case such Condition should not have been imposed—In my Address of the 24th of last September I simply stated those Reasons, confident that they would be considered with Attention, and all the Weight allowed them to which they might appear to be entitled.  
The Order upon that Representation was, "that it should stand over for the Consideration of a fuller Board, and that in the Interim a Copy thereof should be transmitted to the Governor General," then beyond the Provinces.  
I am now to request, Gentlemen, that you will please to take it into your Consideration, and decide at once upon the Reasons it contains, that I may be relieved from a long and painful Suspence; and whatever your Determination may be, that I may endeavour to conform thereto.

May 31st 1782.

I have the Honour to be, &c.

JOHN DAY

Be-considered the Letter from Sir John Day, entered in the Consultation 8th October last. Ordered, That Sir John Day be informed that the Board cannot dispense with the Obligation required by the Resolution of 6th August, on Condition of suspending the Orders of the Court of Directors, respecting the Reduction of his Allowances.

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## EXTRACT of Bengal General Consultations, 17th June 1782.

Read a Letter, as follows, from Sir John Day :

Honourable Sir, and Gentlemen,

If it had appeared to you that you could with Safety to yourselves, and consistently with your Duty to the Company, have agreed to an unconditional Suspension of the Order from Home by which I am affected, the Condition against which I have remonstrated would not, I am persuaded, have been now insisted upon.

Many pressing Considerations dissuade me from declining at this Time any proffered Advantage, however inconsiderable and precarious; I therefore accept my restored Allowances, subject to the Condition imposed, in the Hope that a better Knowledge of me, and a more clear Conception of my Situation, of the few Advantages annexed to it, and the discouraging Prospect it affords, may, when this Matter shall be again agitated at Home, inspire a more favourable Disposition towards me.

Till then I have only to request, that in the Engagement I am to enter into some certain Period may be mentioned, before which, if the Disapprobation of the Company shall not be announced, the Obligation shall be void.

Calcutta,

17th June 1782.

I have the Honour to be, &c.  
(Signed) J O H N D A Y.

Agreed, That the Allowance which was struck off by the Order of the Court of Directors, be repaid to Sir John Day, upon his signing the Bond required; and that Two Years be limited from the next Dispatch for the Duration of his Engagement.

(Omission)

## EXTRACT of the General Letter from Bengal, dated 7th December 1782.

Par. 37. When we thought it necessary, in Obedience to your Orders, to stop the extra Allowance granted to Sir John Day, your Advocate General, which you disapproved of, he relied so much upon your more favourable Consideration of his Case, when it should come before you, as stated in his Letters, and referred to you by us, that he solicited to have the Allowance continued to him in the Interim. We offered to comply with his Request, provided he would sign an Obligation to refund the Amount which he might receive, in case of your confirming your former Orders. Not chusing at that Time to sign to such a Condition, the Allowance continued to be withheld from him; but having since signified his Acquiescence in our Proposal, and executed an Instrument, by which he binds himself to repay the Amount that may be issued to him on Account of this extra Allowance, if you further disapprove of it; and in Consequence of your Orders for that Purpose, a Demand shall be made on him for the same, within the Period of Two Years from the Date of the present Dispatches, we took off the Suspension of it, and ordered the Arrears likewise to be paid to him: We therefore wait your ultimate Decision on this Point, and request that you will be pleased to transmit us your Orders in Time to produce their due Effect.

## EXTRACT of Court's Letter to Bengal, dated 28th January 1784.

Par. 17. In the 5th Paragraph of our Letter, dated the 2d February 1781, we disapproved the increased Allowance of 2,500 Rupees per Month, made to Sir John Day, our Advocate General, and ordered that the same be discontinued from the Receipt of that Letter.

18. We have taken into Consideration your Proceedings, also the Letters Sir John Day addressed you on this Subject, and your Advices of the 29th December 1781, and 7th December 1782; but, for the Reasons signified in our above-mentioned Letter, we direct that you require Sir John Day to refund whatever he may have been paid beyond the Company's original Allowance of £. 3,000 a Year from the Receipt of our said Letter.

**EXTRACT of Bengal General Consultations, 1st September 1784.**

Read a Letter as follows, from Sir John Day.

Honourable Sir, and Gentlemen,  
Your Secretary has, according to Order, transmitted to me an Extract of the General Letter recently received by the Mansfield, announcing the ultimate Resolution and Orders of the Court of Directors, upon the Subject of my Allowances.

I cannot well add to that which I have already urged upon this Subject, and though I could, it will now, I fear, avail but little to observe upon a Measure the deep Injury from which to me, I am perfectly sensible, Gentlemen, that you cannot, if you would, prevent: At a future Day, you will permit me however, with all Diference, to represent the very singular Footing upon which the late Orders from Home have placed an Office, which, when instituted it was certainly intended should have been at once lucrative and honourable, but which, under its present Circumstances, cannot be said to be either.

No considerate or benevolent Disposition on your Part can, at this Time, take much from the immediate Effect of these Orders upon my Fortune—you can only, by a Moderation and Forbearance which you have ordinarily practised in Cafes of inferior Hardship, and of weaker Claim, in some small Degree mitigate its Rigour.

The Obligation exacted having been hastily and incautiously given, binds me, in an Event, which at the Time appeared to me to be in the last Degree improbable, to refund, within Ten Days after Demand, all extra Allowances received from a certain specified Period.

When it is considered that these, as well as my original and irremovable Allowances (to the latter of which I am entitled clear of all Deduction) have been for Years received in Paper of reduced Value, and have in the necessary Proportions, converted to Cash, at an heavy Discount, for my Subsistence;

When you shall look at the State of Credit, private as well as public, and the general Distress which at this Time prevails through all Orders of the Settlement;

And above all, Gentlemen, when you shall weigh the special Circumstances under which this Demand has grown, or more properly, has started into Existence, to the utter Annihilation of Half my Fortune;—I trust I shall not be thought unreasonable, if I speak an Expectation, that those Allowances, having been paid in Paper not bearing an Interest, shall be received back in Paper of the same Kind; and if I also speak and hope that to provide for and make good the Payment I shall be indulged with the Interval of Twelve Months.

30th August 1784.

I have the Honour to be, &c.  
(Signed)

J O H N D A Y.

The Secretary informs the Board, That Mr. Stables, previous to his Departure, directed him to communicate his Assent to Sir John Day's Request.

The Board being satisfied that the extra Allowances granted to Sir John Day were issued to him in Paper, and Paid to him in Arrear, and taking in Consideration the Hardship of his Cafe, Agree to his Request, but in the express Condition that he refund the Amount in Question within the Period and in the Course of Twelve Months.

Ordered, That Notice of the above be communicated to the Civil Paymaster.

**EXTRACT of General Letter from Bengal, the 10th December 1784.**

Par. 67. In Obedience to your Commands we directed our Civil Paymaster to call upon Sir John Day to refund the extra Allowances which had been granted to him, subject to your Approbation; but, in Consideration of the Hardships he has complained of, we have complied with his earnest Request, in allowing him to repay the Amount at the Expiration of Twelve Months.

EXTRACT of Bengal Secret Consultations, 12th April 1785.

Read the following Letters from Sir John Day.

The Honourable John Macpherson, Esquire, Governor General, and the other Members of the Supreme Council.

Honourable Sir, and Gentlemen,  
The late Orders of the Company, to reduce my Appointments One Half, and requiring me to refund the Sums received, for which I had already rendered the stipulated Service, having been carried into immediate Effect, it now remains for me to submit to the Equity and Good Faith of Government those Claims which result to me from this Measure; if they shall appear to be fair, well-founded, and incontrovertibly just, I cannot admit an Apprehension that you, Gentlemen, will allow this to stand the only Case upon your Records, in which Government shall have violated even its constructive Engagement, or in which it shall have unjustly and oppressively thrown the Load from the Public, upon the weak, and the labouring Individual.

You will find upon those\* Records the Reasons, whether as regarding the Interests of the Company or as they exhibit the unforeseen Difficulties of my Situation in the Discharge of my public Duty, by which Government was induced, soon after my Arrival in this Country, to add, upon certain specified Conditions, to my Appointments; I have to observe, that to the irreparable Waste of the most important Period of my Life, and to the Sacrifice of Occasions now for ever lost, those Conditions have on my Part been adhered to through a long Period; with a clean and scrupulous Honour (and of this, though Time and Death have thinned the Proofs, I am not even at this Day altogether without † Evidence) notwithstanding which, to the almost utter Subversion of my Fortune also, the Confederation composed of the slow and hard Accumulation of Years, contrary to the usual Construction of public Compacts, and under Circumstances from which you will see that the Rigour of the Measure derives no Support, has been unexpectedly exacted at my Hands.

I have to represent, Gentlemen (and it forms no weak Part of my Case) that these Allowances, thus resumed, were given in virtue of a new † Agreement with this Government, essentially varying from that under which I had received my Office in its original Form at Home; it will appear that, by the One, in Consideration of a certain Stipend, assuring me in every Event of a Support suited to my Station, the Company had acquired a prior and preferable Right only to my Services, while for the Advancement of my Fortune I was left to the Fruits and Incidents of Office, and to the casual Emoluments of my private Practice; by the other (Government having seen Reasons, in the then existing State of Things, to concentrate my Efforts, and restrain my Attention and Services to the Care of the Company's Interests, and judging it necessary for that End to render me independent of all but my Employers) for the certain Injury therefrom to me, as every other Source of Benefit was thus stopped, a moderate Compensation, upon an Agreement seemingly fair and equal, was assigned me.

This Agreement having taken instant Effect as to me, and irrevocably deciding upon my first Views and nearest Interests (for the Stream of professional Emolument, if once diverted, knows no Return) the Confederation (all Liberality apart) must, in common Integrity of Dealing, I apprehend, be construed to be as certain and irrevocable as the Sacrifice; nor can it be justly urged, against the Future Pleasure of the Court of Directors, and am concluded by such Acceptance, if it is considered that the Injury to me from my Part of the Compact having fallen immediately and irremediable upon me, when at a later Period Terms of peculiar and unprecedented Hardship were unexpectedly imposed; if I subscribed thereto, it was because the Mischief being already complete, no Choice then remained to me; by such Acquiescence, however, I meant only that, for continuing my increased Allowances to me till the Effect of my Representation to the Company should be known, your Refusal possibility should be enlightened, I meant not an ultimate Surrender of an equitable Claim: For the Company therefore at this Day to wring Benefit from a Consent thus forced and unavoidable, were a Departure from its ancient System of liberal Justice and Good Faith; it were to avail itself of its own Wrong, and to seek Support to one Act of Rigour bordering on Injustice from another; a Measure against which the Company's general Conduct, in the Examination of Claims, and the Compensation of Service, shews me that I am secure.

Having thus prefaced my Claims, I now proceed to state them. Before this conditional Increase of Salary had been granted, with all Business referred to me by Government, suitable Fees were at all Times sent by the Company's Attorney; and this having been a Fact known to and acquiesced in by the Court of Directors, it may surely be presumed, that no plausible Objections could be framed thereto. You will find, however, that from the Hour on which my new Engagements commenced, considering those Fees, superadded to my increased Appointments, as more than proportionate to my Services in every Instance, I discontinued them; but the Confederation for which I was thus induced to forego the customary Emoluments of Office having been resumed from a certain Period, from that Period my Right to them, I apprehend, retrospectively exists; and I trust, Gentlemen, that you will not see more than common Justice in allowing them; and the Company's Attorney having ascertained the Sum, that you will be pleased to make an Order for the Payment.

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\* See the annexed Extract from the Proceedings already referred to, marked A.

† See the Two Papers annexed, marked B.

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The Amount of the preceding Loss may be easily adjusted; but there has arisen a much more serious Injury to me from this Change in the Nature of my Engagements with the Company, and from my ready and unsuspecting Reliance on the Public Faith—an Injury for which it will be a Matter of Difficulty at this Day to ascertain the proper Reparation; the annexed \* Testimony of the Company's Advocates and Attorney fixes, however, the lowest possible Point at which this Loss may be estimated; and to that I beg Leave to refer you.

In Compliance with a Covenanted Prohibition, I have uniformly + declined all Business from Individuals, though accompanied with Fees, generally proportioned to the Magnitude of the Object at Stake, and always to my Rank in Profession and in Office, till at length, it being universally understood that I was restrained from rendering Professional Service to private Suitors, that which promised to be the most copious Source of Benefit to me, and to which, from the Beginning, I had principally looked for the Advancement of my Fortune, has been irrevocably turned into other Channels, and in this consists the hard and oppressive Inequality of the Contract, and the most grievous, because immeasurable Injustice of this Resumption.

The following Circumstances, though they afford no positive Ground of Claim, yet forming no inconsiderable Part of the Injury I complain of, and flowing from the same Source, cannot be considered as foreign to the Matter of this Representation.

While these Allowances remained to me as an Equivalent for the Two Sources of Advantage I had relinquished, Situations of Trust, Honour, and ample Emolument in my own Line, have been created by the Company's Government, in the Nomination to which I have been uniformly overlooked; to some one of them however (had my Office remained upon its original Footing) my Claims I conceive must have been considered as foremost, and could not, I believe, have been resisted; but to those, with the Appointments I already held, I had neither the Hardiness nor the Hunger to direct my Views, or to cross the Interests of others whom Government might be disposed to favour.

It may not also appear perhaps altogether proper, that, standing the first in Rank of the Company's Law Servants in this Country, and single in Responsibility, I should be the last in my Appointments, and should stand single also, in having no Establishment, Fee, Emolument, Appendage, or Incident of Office, under any Denomination, or from any Source whatsoever, beyond the Salary assigned me by the Company, when they created my Office, in the Year 1776, and with one Voice conferred it upon me.—And here let me observe, that, even of that Salary (having been, through the Distress of the Times, obliged to accept my Appointments for the last Thirty Months in Paper) I have lost, and still lose, nearly One Sixth by Discount.—An Hardship I apprehend, beyond the utmost intended Rigour of the Order against the Effect of which I now remonstrate, but which, compared with the others I have laboured under, is, I am sensible, almost too trivial to advert to.

Such, Gentlemen, is my actual Situation, and upon your nearer View and more intimate Knowledge of all the Circumstances attending it, it will rest with you to determine, whether, for the heavy Injury to those Objects in my proper Line, to which my Pretensions from Office, and, I presume to add, from my not totally incompatible with the Duty and Honour of my present Station, there are any Claims which should stand at this Day in Competition with mine.

It only remains to observe, that the one (being a Claim of Justice, and therefore involving the Honour of Government stands wide of the Economy of the Hour, and should not be measured, or in the smallest Degree affected by it; the other, I trust you will think is an Occasion for the Exercise of that Liberality and Feeling which, in the Reparation of Injuries arising to Individuals from the public Service, has at all Times peculiarly marked the Administration of these Provinces.

I have the Honour to be,

Honourable Sir, and Gentlemen,  
Your most faithful and  
obedient humble Servant,

(Signed)

JOHN DAY.

Fort William,

March the 13th, 1785.

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### EXTRACT from the Consuls, Revenue Department, 22d April 1779.

The Governor General having directed the Secretary to send in Circulation a Question respecting the Construction of the Paragraph in the General Letter of the 16th of April 1777, which announces the Salary annexed to Sir John Day's Office, concludes as follows:

Governor

\* See the annexed Paper, marked C.

† See the Two Papers already referred to, marked B. B.

Governor General,

“ Previous to the Opinion I shall give in its proper Place upon this Question, I think it incumbent upon me to offer it as my Opinion, That it will not be in the Power of the Advocate General to fulfil the Duties of his Office as he ought, if he is \* allowed to undertake the Defence of private Suits ; and that he ought to be restricted, in like Manner as the Company’s Attorney, solely to the Business of the Company.”

\* Query. How was the Advocate General’s private Practice to be prohibited, otherwise than in virtue of an Agreement, giving him a Compensation for relinquishing it?

Sir Eyre Coote,

“ Admits the Propriety, and even the Necessity, of restraining the Advocate General’s Labours to the Company’s Business alone, and thinks him entitled to a Compensation for the Fees of which such exclusive Attention to their Business must deprive him.”

Mr. Wheeler.

“ I entirely agree with the Governor General, that it will not be in the Power of the Advocate General to fulfil the Duties of his Office if he is allowed to undertake the Defence of private Suits ; and that he ought to be restricted, in like Manner with the Company’s Attorney, solely to the Business of the Company.”

Mr. Wheeler then states his Reasons for dissenting as to the Meaning of the Paragraph in the General Letter, which limits Sir John Day’s Allowances to £. 3,000 per Annum, after which he concludes thus :

“ But it is as certain that they did not mean to restrain the Advocate General from those solid Advantages which he might expect to derive from his Professional Abilities, neither do I think that he ought to be restrained, without a Prospect of an adequate Consideration.”

Mr. Francis’s Construction of the Company’s Intention, as expressed in the General Letter, was against any Increase of Salary ; and he was silent as to the Propriety of restraining Sir John Day’s Services to the Company.

Mr. Barwell.

“ I entirely agree with Sir Eyre Coote.”

Consultation, 17th of June 1779.

Governor General moved the Increase of Salary ; and it was accordingly carried. In the next General Letter from this Government to the Court of Directors the Measure was announced ; and the Paragraph upon that Subject concludes thus :

“ We think it proper to remark, that the Advocate General has been restricted from undertaking the Defence of private Suits, that he may confine his Attention solely to the Business of the Company. We persuade ourselves that the Augmentation will be considered by you as only adequate to the Loss which he may be supposed to suffer by entering into such + Obligation, and to the Advantage which the Company may be expected to derive from it.”

† Mr. Naylor then Attorney to the Company, was accordingly directed by the Board to prepare an Obligation in proper Form, with a sufficient Penalty, and to see it executed by Sir John Day ; he laid the Draft thereof before the Advocate General, who declined pronouncing upon it, as it was a Matter in which he had an Interest ; and desired, that it might therefore be referred to the Company’s Senior Advocate. ‡ Other Matters however of greater Moment pressing forward at that Period, Mr. Naylor died without tendering the Obligation, and neither of the Gentlemen who have filled the Office since has taken the Matter up ; the Orders for that Purpose, however, still exist, and the Engagement has been held as inviolate as if it had been enforced by the heaviest Penalty.

<sup>†</sup> The Caffjurah Court, the Attachment of Mr. Naylor, and the Attempt to subject the Governor General and Council to Actions in the Supreme Court, for Acts done in the Exercise of the Powers vested in them by Parliament.

B.

I do hereby certify, that having had Occasion to take a Law Opinion upon a Matter of much Importance, I laid a Case, upon which arose a single Query, before Sir John Day, the Company's Advocate General, for his Opinion, with a Fee of Twenty Gold Mohurs, which Fee he refused, and declined giving any Opinion thereupon, assigning as the Reason for such Refusal, That he could not pronounce thereupon, without Breach of the Engagements he had entered into with the Company.

I declare also, That understanding he had, in Consideration of an Addition to his Salary, agreed to decline all private Practice, and to restrict himself to the Company's Business; I have not since resorted to him upon many Occasions, on which I should have otherwise sought his Advice and Assistance.

Calcutta,

18th February 1785.

(Signed) WM HICKIE Y.

B.

"I do hereby certify, That having had Occasion, in the Year 1783, to consult Sir John Day, the Company's Advocate General upon various Questions of Law, involving the Interests of a Client, of mine to a great Amount, I offered the said Sir John Day a Retaining Fee of Fifty Gold Mohurs, which he refused, and declining the Business, recommended another Advocate, assigning as his Reason, that he could not, consistently with his public Engagements, attend to any Business but the Company's: And I do further affirm, That such his Declaration prevented my resorting to him, and I have Reason to believe, that with others the same Cause has had the same Effect upon many subsequent Occasions."

We whose Names are subscribed, do hereby certify, That having, on the Part of Sir John Day, applied to Mr. Townshend Jones, Attorney at Law, to attest the above Declaration, if the Circumstances therein stated were true, and within his Recollection, the said Townshend Jones readily admitted the Facts, but refused the Attestation.

2d March 1785.

(Signed) WM DUNKIN,  
STEPHEN CASSAN, Advocates  
of the  
Sup<sup>r</sup> Court.

C.

Fort William 18th February 1785:

We whose Names are hereunto subscribed, deliver it as our Opinion and firm Belief, That if Sir John Day had not, soon after his Arrival in Bengal, entered into Engagements with Government, by which, in Consideration of a certain Addition of C<sup>r</sup> Rupees 2,500 per Month to his Appointment, he bound himself to relinquish all Benefit from private Practice, and to devote his Time and Attention to the Care of the Company's Interest, only; but had he pursued the general Practice of his Profession, he must have acquired by this Time considerably more than the Compensation he accepted. And we are further persuaded, That if Sir John Day, after having for several Years forborne from Practice, had wished to re-assume the general Exercise of his Profession, he would have returned to it under such Disadvantages as it would have been extremely difficult, if not impossible, to surmount.

(Signed) T H DAVIES, Ser<sup>r</sup> Counsel to the Honourable Company,  
GEO. INT. THOMPSON, Jun<sup>r</sup> Counsel to the Honourable Company,  
GEO. WROUGHTON, Attorney for the Honourable Company.

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D. EXTRACT

On the 29th instant, I received a copy of the following Letter, and

**EXTRACT of Separate Law Letter from the Governor General and Council to the Honourable**

**the Court of Directors, dated 29th February 1780, per Swallow.**

We cannot close this Letter without acknowledging in the strongest Terms the great and effectual Assistance we have received from the Abilities and Firmness of your Advocate General, — With- out this Assistance, and without the Benefit of his Advice, however impressed we might have been, with the Consciousness of discharging barely our Duty to the Company, in opposing the illegal Acts of the Court, we should have hesitated in taking the decided Line we have done, and in every subsequent Contention we should have felt our Want of Ability to contend with the Powers of the Court on Subjects so new to us, but so perfectly familiar to them.

We need not observe to you, Gentlemen, how much your Advocate General may be affected in England by the active Part he has taken here, in Opposition to the Opinion of the Judges. — He could have no other Incitement than an earnest Desire to support the Rights and Interests of the East India Company, when he advised an Opposition to those Acts of the Court which he deemed illegal, and which tended so essentially to weaken your Authority, to diminish your Revenues, and to deprive the Natives of those Rights which they have hitherto enjoyed under every Change of Government, and under what is commonly esteemed the most despotic Species of it.

However our Proceedings may be received in England, and whatever Judgment may be passed upon our Conduct, we beg most earnestly to recommend the Advocate General to your Protection. — The Judges are unanimous. — The Advocates, and all Orders of Men composing the Court, whose Consequence and Fortune are materially affected by the Contraction of its Powers, will be loud in their Remonstrances against the Man without whose Advice (as they suppose) the Court would have remained in the Exercise of unbounded Authority, throughout these extensive Provinces.

We respect the Abilities of your Advocate General, and have a just Confidence in the Propriety of his Advice to us on every Occasion; it is therefore a Duty incumbent upon us to explain to you the high Sense we entertain of his Services, and to express our Hope that you will, in England, protect the Character and Honour of a Man who has so warmly exerted himself in Bengal for the Advancement of your Affairs.

To Edward Hay, Esquire, Secretary in the Secret Department.

Sir,  
After you shall have laid the Representation upon the Subject of my Claims before the Governor General and Council, and before they shall have formed any Resolution, or made any Order there- upon, you will please to submit the accompanying Paper also to their Consideration.

I am, Sir,

Your most obedient humble Servant,

(Signed)

J O H N D A Y.

If, after Consideration of my Address to Government of this Date, and of the Documents annexed, a Doubt shall remain whether the Compensation, claimed were recoverable at Law, the Honourable Board will in this Instance for obvious Reasons, resort to other legal Advice than mine. But if, from Respect to its own Dignity, Government shall now, as heretofore, attend to the substantial Justice only of the Case — as nothing short of inevitable Necessity should compel me to seek Redress against those to whom I owe the most Honourable Distinction of my Life, and in the Situation I fill there were to my Feelings something peculiarly irksome and disagreeable in such a Contest, I trust that for averting it from both, the Honourable Board will accede to the Proposal I now make, that the simple Merits (if upon that Head Two Opinions can exist) shall be referred to the Arbitration of any Two or Four Gentlemen throughout the Settlement.

JOHN DAY.

Ordered, That the foregoing Letters from Sir John Day be circulated, for the Opinions of the Members of the Board, on the Claims and Requests preferred in them; and that the Secretary do sequester, at the same Time, the Orders of the Court of Directors, and Resolutions of the Council, relating to the Subject of the present Application, until a final and unanimous Resolution be made on the same subject, according to the above Plan.

S

EXTRACT

MS. B. 5. 1

EXTRACT of Second Part.

Par. 88. We have the Honour to subjoin  
you the Drawing, made 31<sup>st</sup> July 1785.

89. From a full View of his Case, and a due Regard to the Situation and Circumstances which suggested to the Consideration of your Honourable Court, and to the Number in this Packet, a Letter which has been addressed to us by your Advocate General, in which he states his Claim to a Compensation for the Injury he has suffered from your Orders of a conditional Grant to him from this Government of an Increase to his Allowances, after, as he states to us, he had rendered the stipulated Service for which such Grant was made.

He provoked, of the Danger to which he was exposed, and of the Loss he has sustained, we are willing, with your Governor General and Council, and to the Importance of his Services to the Company, to include a Prospect of future Justice to your first Law Officer in this Country. Questions of legal Difficulty which have lately pressed on our Attention, are unaninouis in referring his Claim at large to your candid and liberal P.

We have resolved, That the Advocate General shall be required to assign over immediately, at the Company's Treasury, and in Company's Paper, the Sum to be refunded, and that such Sum shall become absolutely forfeited in your Favour at the Expiration of Two Years from the Receipt of this Dispatch in England, unless a special Order shall arrive within that Period, directing the said Paper to be a Disobedience or Evasion of your Commands, since it secures the Amount of the Company's Claim on the Company's Treasury, and only allows the Advocate General a certain Interval for trying once more the Effect of an Application at Home upon a Subject of much Consequence to his Interests, an Indulgence to which the eminent Services he has rendered to the Company in the Line of his Profession do in our Opinion give him a just Claim.

EXTRACT of

Par. 26. In Reply to the 88th Letter to Bengal, dated 12th April 1786.

Department, of the 31<sup>st</sup> July last, and the Three following Paragraphs of your Letter in the Secret of the 2d February 1781, and the 28<sup>th</sup> January 1784; and in Consequence thereof direct, that Sir John Day shall be entitled to no more than £. 3,000 Salary allowed to him at the Time of his original Appointment; and what he has received above that Sum, since the Receipt of our Letter of the 2d February 1781, must be refunded. If Sir John Day has any peculiar Circumstances of Hardship to State, in Addition to those already stated, these ought to have been stated, and may still be stated for our Consideration; but we cannot permit our Servants Abroad to alter specific Establishments fixed at Home, without making a Reference to us for our Opinion upon the Justice of those Representations; and as little can we permit our repeated Order to be evaded by such Expedients as have been adopted in the Case of Sir John Day. He induces your Government, contrary to our Orders, upon a solemn Pledge of refunding, to continue the Payment of an unwarranted Allowance as an Indulgence to him; and then, upon that Indulgence, he grounds a Complaint of Hardship, if he shall be obliged to refund, agreeable to the Pledge which was the Condition of the Indulgence. The Whole of this Transaction lays the Foundation of a Precedent.

300 Adva

We have hereto annexed 24 paragraphs to Bengal, as approved by the Board of Commissioners.

Allowances during his acting as the Company's Advocate General at your Presidency; and, after posited in your Treasury by Sir John Day, being of Opinion that the sum of Seven thousand Five hundred (77,500) Current Rupees de-

Sutton

## Surgeon General's Contract.

*EXTRACT of the Proceedings of the Board of Inspection, the 9th May 1776.*

READ the following Proposals from the Surgeon General.

To the Honourable Warren Hastings, Esquire, Governor General, and the Members of the General Council of India.

Honourable Sir, and Gentlemen,

The Honourable Company's Medicinal Expences having run very high for some Years past, and from the Manner in which they are at present conducted, there being little Probability of any Diminution of them, knowing how much it is the Wish of the Honourable Board to curtail every Kind of Expence, as much as the Good of the Service will admit—I have taken the Liberty of laying the following Proposals before them, which, if carried into Execution, will greatly lessen the Expence in this Branch, and likewise be of Advantage to the Sick, by putting the Hospitals on a better and more regular Footing than they have hitherto been.

In order to reduce the Honourable Company's Expence, and bring it to a fixed Sum, it is absolutely necessary, that, instead of furnishing their Surgeons with Medicines, Instruments, and other Necessaries, they should oblige them to furnish themselves with all those Articles; and, that this may be done in the easiest Manner possible, I propose to reimburse the Honourable Company for all the Medicines and Instruments they send from Europe, according to their Invoices, and will engage to supply all such Surgeons as may have Occasion for those Articles, at an Advance of Ten per Cent on what I pay; which cannot be deemed unreasonable, as it is farcely more than will defray the Expence of unpacking, airing, and re-packing the Medicines, &c.

The above Paying for the Medicines, will be a Saving of, at least, 30,000 Rupees per Annum; and although the Honourable Company's Medicinal Expences, Civil and Military, have amounted on a Medium to upwards of 2,65,000 Sonaut Rupees per Annum for several Years past, I will engage, for 2,18,000 Sonaut Rupees per Annum, to defray every Kind of Hospital and Medicinal Expence, of whatsoever Denomination, for Three Years to come, and to put and keep the Hospitals in Order, according to the following Regulations, which, if duly performed, will render them inferior to no Hospital whatever.

The Regulations I propose are as follow:—

1st. Every Hospital shall be furnished with Medicines and Instruments of every Kind, sufficient for the Recovery of the Sick or Wounded.

2d. As there is nothing more conducive to the Recovery of the Sick in this Climate, than frequent Shifts of clean Linen; every Patient, on his Admission into an Hospital, shall be immediately furnished with a Cot, a Mattress, and Pillow, likewise with a Sheet, a Pillow-case, and Coverlid, a Bed-gown, a Nightcap, a Pair of long Drawers, and a Shirt; which last Seven Articles shall be shifted Three Times a Week, from April to November inclusive, and Twice a Week the rest of the Year; and in cold Weather, or at any other Time, when it may be judged necessary, the Sick shall be supplied with One or more Quilts.

3d. The Sick shall be furnished with good and clean-dressed Provisions, according to the following Table of Diet.

[N. 6.]

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Full

	Breakfast.	Dinner.	Supper.
<b>Full Diet.</b>	A Pint of Rice Gruel, with Salt and Sugar; or a Pint of Sage, Mint, or Sweet Grass Tea, with $\frac{1}{2}$ an Ounce of Sugar Candy, as the Patient chuses.	A Pint of Broth, with Barley or Greens, and $\frac{1}{4}$ of a Pound boiled Mutton.	A Pint of Rice Gruel, with $\frac{1}{2}$ an Ounce of Sugar Candy, and Two Spoonfuls of Madeira Wine.
<b>Middle Diet</b>	Ditto.	A Pint of Broth, with Barley or Greens, and $\frac{1}{4}$ a Pound of boiled Mutton; or a boiled Chicken with a Pint of Chicken Broth.	Ditto.
<b>Low Diet.</b>	Ditto, or according to Patient's Appetite.	A Pint of Mutton or Chicken Broth; or $\frac{1}{2}$ a Pint of Sago or Panado, with Two Spoonfuls of Madeira Wine, and $\frac{1}{4}$ an Ounce of Sugar Candy.	Ditto.
<b>Milk Diet</b>		A Pint of Rice Milk, with $\frac{1}{2}$ an Ounce of Sugar, and a little grated Nutmeg.	The same as Breakfast.

The Patients of every Class shall each have daily a Loaf of good Bread, weighing a Pound. From November to April, exclusive, the Sick may be served with Beef instead of Mutton, which at that Time of the Year is by no Means less wholesome.

The common Drink for those on Full and Middle Diet to be Rice Water, Barley Water, or Toast and Water, with Two Spoonfuls of Brandy and  $\frac{1}{4}$  of an Ounce of Sugar Candy to each Pint of it; or Wine and Water, Two Ounces of Wine, and  $\frac{1}{4}$  of an Ounce of Sugar Candy to a Pint of Water. The Quantity not to exceed Three Pints a Day.

Those on Low or Milk Diet to have Rice Water, Barley Water, or Toast and Water, with or without Wine or Sugar Candy.—Further Quantities of Wine, either Madeira or Claret, or any other Necessary the Sick may stand in Need of, must depend on the Judgment of the Surgeon who attends them.

4th. There shall be a Servant to attend every Six Men in common, and One to attend on every single Man, when he is so bad as to be unable to help himself.

5th. Every Ward in the Hospital shall be fumigated with Benjamin, and sprinkled with Vinegar Three Times every Week, from April to November, inclusive, and Twice a Week the rest of the Year: They shall likewise be swepted clean Twice every Day, when all private Necessaries shall be regularly cleaned.

These Regulations being hung up in the Hospitals, will make every Patient a competent Judge of his good or bad Treatment, and thereby enable him to make his Complaint, should he have any, to the Officers who daily visit the Hospitals.

The Brigade in the Field shall be constantly supplied with Fifty covered Doolies, having Six Bearers to each Doolie; and likewise with a sufficient Number of Coolies, to carry Medicines, and other Necessaries, for the Sick or Wounded, the Quarter Master General furnishing Hospital Tents and Straw, as heretofore; or, should there be a Necessity of embarking the Sick in Boats, he is likewise to furnish them, those being Expences never included in any of the Hospital Charges: But should the Service at any Time require a greater Number of Doolies than the Fifty before mentioned, then the Honourable Board will allow at the Rate of 30 Rupees per Mensem for every extra Doolie employed by Order of any Commanding Officer. This is the only Article in which the Expence can exceed the stated Sum, and it is of little

little Consequence; as, unless the whole Army was to be in Motion, it can never amount to a Sum in any Degree considerable.

By the foregoing Mode of conducting this Branch of Business, there will, at least, be a Saving of Eighty thousand Rupees per Annum to the Honourable Company, the Sick will be better provided for, and a material Inconvenience obviated; viz. that it has hitherto been the Interest of the Surgeons to have as great a Number of Sick in the Hospitals as possible. As I believe this cannot be imputed to any Surgeon in the Service, I beg Leave to take Notice of a Circumstance that greatly tends to make the Soldiers remain as long in the Hospitals as they can, which is, that whilst they are in the Hospital they have every Thing found them, and a large Balance of Pay remaining to apply to what Purpose they please, which, in general, is but little to their Advantage: At present, they pay only Three Rupees per Mensem for their Diet, &c. whilst in Hospital: Were they to pay Five Rupees, the Hospitals would be less crowded, and that would not be a Proportion of their Pay, equal to what Soldiers pay in Europe.

As the above Saving to the Honourable Company principally depends on their being paid for the Medicines sent from Europe, and freed from the Expence of the Dispensary in Calcutta, should the Honourable Board agree to these Proposals, it will then become necessary that Persons of every Denomination, whether Company's Servants or others, do indiscriminately pay, at a moderate Rate, for the Medicines they use, excepting only Writers and Subaltern Officers, on many of whom it might be a Hardship; and it shall be my particular Care, that every Medicine issued from the Dispensary shall be of the best Quality, and prepared with the greatest Care. This Expence to Individuals will be but trifling, and those who are not in Circumstances to pay, shall have their Medicines gratis, with the utmost Carefulness.

This Method of managing the Medicines will likewise have another very desirable Effect, in preventing the Scarcities of them, which frequently happen by its becoming more the immediate Interest of the Surgeons to take greater Care of their Medicines.

Before I conclude, I think it may not be improper to inform the Honourable Board, that I have made the Four Surgeons next in Rank to myself acquainted with these Proposals, and that they are approved of by all of them.

I have the Honour to be, with the greatest Respect,

Honourable Sir, and Gentlemen,

Your most obedient and

most humble Servant,

Surg<sup>g</sup> Gen<sup>l</sup>.

(Signed)

DANL CAMPBELL,

Ordered, That the Secretary do call on the Military Paymaster General, and the Buxey, for the Annual Amount of the Hospital Expences for the last Five Years; and that he do also lay before the Board, an Account of the Annual Amount of the Company's Invoices of Medicines for the same Period. And,

Ordered, That the above Proposals do lie for Consideration.

*EXTRACT of Proceedings of the Board of Inspection, 20th February 1777.*

Read again the Proposals laid before the Board by the Surgeon General, for contracting for the Hospital Expences, recorded on Consultation the 9th of May last.

The Secretary delivers in the following Letter, and Abstract of Hospital Charges, received from

the Military Paymaster General.

To Mr. Isaac Baugh, Secretary to the Board of Inspection.

Sir,  
I herewith enclose you an Abstract of the Hospital Charges from the 1st of May 1769 to the 30th of April 1774. I would have brought it down to the End of April 1775, but the Accounts of the 2d Brigade not being yet completed to that Date, it was out of my Power.

I am,

Sir,

Calcutta,  
16th May 1776.

(Signed)

W<sup>m</sup> P A W S O N.

M<sup>r</sup> P, M<sup>r</sup> G<sup>l</sup>.

AN ABSTRACT of the Hospital Charges, from the 1st of May 1769 to the 30th of April 1774.

From the 1st of May 1769 to the 30th April 1770	—	—	—	1,31,936 5 7
From the 1st of May 1770 to the 30th April 1771	—	—	—	1,18,795 5 11
From the 1st of May 1771 to the 30th April 1772	—	—	—	1,22,870 2 6
From the 1st of May 1772 to the 30th April 1773	—	—	—	1,47,109 14 10
From the 1st of May 1773 to the 30th April 1774	—	—	—	1,57,501 12 9
				6,78,213 9 7

Calcutta,  
the 16th May 1776.

(Signed) WM P A W S O N,  
M<sup>r</sup> P<sup>r</sup> M<sup>r</sup> G<sup>1</sup>.

The Secretary also delivers in the following Abstract received from the Buxey.

ANNUAL ACCOUNT of Hospital Charges, extracted from the Buxey's Books for the last Five Years; viz. from May 1771 to April 1776 inclusive.

				Current Rupees
1771 — May	—	—	—	6,723 15 6
June	—	—	—	773 8 9
July	—	—	—	6,773 2 6
August	—	—	—	7,569 9 3
September	—	—	—	18,852 14 3
October	—	—	—	6,586 9 6
November	—	—	—	7,120 1 9
December	—	—	—	7,431 5 9
1772 — January	—	—	—	8,314 7 1
February	—	—	—	6,789 5 3
March	—	—	—	6,833 11 9
April	—	—	—	6,867 12 3
May	—	—	—	6,033 5 1
June	—	—	—	676 5 1
July	—	—	—	2,210 12 3
August	—	—	—	668 8 6
September	—	—	—	1,859 12 3
October	—	—	—	3,3382 8 6
November	—	—	—	29,090 2 6
December	—	—	—	6,366 8 6
1773 — January	—	—	—	2,389 1 3
February	—	—	—	10,780 6 6
March	—	—	—	1,858 13 6
April	—	—	—	3,574 3 1
May	—	—	—	69,781 5 3
June	—	—	—	6,123 6 6
July	—	—	—	705 4 1
August	—	—	—	24,863 15 8
September	—	—	—	3,794 6 1
October	—	—	—	8,690 11 6
November	—	—	—	14,253 6 9
December	—	—	—	6,532 12 6
1774 — January	—	—	—	5,583 8 6
February	—	—	—	2,638 11 1
March	—	—	—	3,855 19 9
April	—	—	—	3,199 13 1
				2,942 13 1
				61,183 12 9

1775	May	2,984	3	6
	June	2,646	13	—
	July	2,636	7	—
	August	2,867	13	9
	September	2,759	10	9
	October	53,320	4	—
	November	3,596	9	3
	December	12,946	—	—
1776	January	3,721	3	3
	February	2,789	9	3
	March	1,718	10	—
	April	4,511	9	6
	May	2,397	2	6
	June	2,658	8	—
	July	5,070	1	6
	August	2,528	13	9
	September	2,672	13	—
	October	12,260	—	6
	November	2,930	3	3
	December	3,404	6	9
1776	January	2,798	10	—
	February	4,101	9	6
	March	5,712	—	3
	April	2,365	3	3
		48,899	8	3
		96,498	13	6

Errors excepted.  
(Signed) SAM'L TOUCHE'T, Buxey.

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The Secretary further lays before the Board an Abstract of the Company's Invoices of Medicines, received from the Sub Accountant.

ABSTRACT of the Amount of the Invoices of Medicine Stores, issued at May 1771 to  
the 1st May 1776.

Die Verteilung der Bevölkerung auf die einzelnen Gemeinden ist in der folgenden Tabelle dargestellt:

		C <sup>m</sup>	A. P.
1771-2	—	15,143	4 —
1772-3	—	21,068	2 —
1773-4	—	26,293	12 6
1774-5	—	18,566	— —
1775-6	—	21,673	4 9
	Current Rupees	—	
		1,02,744	7 3

Errors excepted.  
(Signed) W M L A R K I N S,  
Sub Accomp'.

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To the Honourable Warren Hastings Governor General &c Members of the

Honourable Sir, and Gentlemen, do not, I beg  
you, be surprised, if I say, that the Account he has given in of the Medicinal Expences  
for some Years past, has omitted the Three last Years, and taken Three a great deal further back, I  
beg the Honourable Board will permit me to observe, that it is only with the Three or Four last  
Years, that the Proposals I had the Honour to make them some Months ago can be compared;  
as in all Probability the Expence of the Three ensuing Years are more likely to correspond with  
them, than with a more distant Period.

As in my former Address, I was mistaken in regard to those Expences, I now take the Liberty to lay before the Honourable Board the Expence of the Three last Years, that, by comparing it with Three Years to come, according to the Proposal I have made, the Difference may at once appear.

In 1774 the Expenditure was as follows:

In 1775	Vizt.	Military	1,74,000
In 1776	Civil	—	6,3000
—	Military	—	2,04,000
—	Civil	—	61,000
—	Military	—	1,95,000
—	Civil	—	60,000

Total Expence for Three Years past — 7,57,000

For Three Years to come, according to the Proposals, the Expence will amount to C<sup>o</sup> 6,29,280, which in that Time makes a Saving of C<sup>o</sup> 1,27,720; besides which, the Hospitals will be on a better Footing than they have hitherto been.

I am, with great Respect,  
Honourable Sir, and Gentlemen,

Calcutta,  
16th January 1777

## further Consideration.

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Par. 25. The Proposals of the Surgeon General, recorded on our Proceedings on the 9th May, already transmitted to you, for engaging in a Contract with the Company to defray all their Hospital and Medical Charges, for the Sum of 218,000 Rupees per Annum, for Three Years certain, have been lately taken into Consideration, and as they exhibited a proposed Saving of Current Rupees 1,34,732. 3, in the Course of Three Years, for which the Contract was offered, we have thought it for the Benefit of the Company to accept of the same. We beg Leave, however, to remark, that as the whole Body of Civil and Military Servants are, by the Usage of the Service, exempted from Medical Charges, we have extended that Exemption to the Senior Civil and Military Servants of the Company, instead of limiting it to the Ranks of Writers and Subalterns, as proposed by the Surgeon General in his Plan, and have granted him an Allowance of 8,500 Rupees, in Addition to his First Offer, as a Compensation for the extraordinary Expence he will thereby incur, making in all 2,26,500. This we thought a reasonable Reimbursement to the Surgeon General for the above Exemption.

26. We have further to remark, that not agreeing with the Surgeon General in the Utility of the Regulation proposed by him for increasing the Stoppages of the sick Soldiers Pay, from 3 to 5 Rupees, this is not to be one of the Conditions of the Contract.

27. As our Opinions have differed upon the Propriety of accepting the Surgeon General's Proposals; and as they have been concluded upon since closing our Proceedings by this Dispatch, we beg Leave to submit to you a Copy of them, a Number in the Packet.

*EXTRACT* *Proceedings of the Board of Inspection, the 10th April 1777.*

The Proposals of the Surgeon General for contracting for the Hospital and Medical Charges having, since the last Meeting of the Board, been sent in Circulation for the Opinions of the Members upon them, accompanied with the Papers recorded the 20th February on that Subject, the following were, in Consequence, delivered.

In order to clear the Business for the Board, and obtain the Sense of the Surgeon General, on the different Articles of his Proposals for contracting to defray all Hospital and Medical Charges for the Sum of Sixty Rupees 2,18,000, I proposed Four Questions to him on some Points I understood to be excepted to by the Board. My Questions, and the Surgeon General's Replies, I now lay before the Board, preceded by a short Abstract of the Surgeon General's Letters, stating the Sum proposed to be saved to the Public in the Course of Three Years, for which the Contract

is offsetted. But as it may be objected, that the whole Body of Civil and Military Servants are, by the Usage of the Service, exempted, I would therefore submit to the Board to qualify the Surgeon General's Proposal, for charging the superior Ranks of Civil and Military Servants with Medicines furnished them, by restricting the Surgeons from charging, unless ordered by the Gentlemen they supply with Drugs, or, that the Surgeons shall be prohibited from making any Charges under any Circumstances, and an Offer be made to the Surgeon General of a Compensation of, suppose 5,000 Rupees: This will encrease on the Surgeon General's First Proposal only 10,000 Rupees per Annum, and obviate all Objections to the Plan.

ABSTRACT of the Surgeon General's Letters, dated 15th April 1776, and 16th

January 1777.

- 1st. The Surgeons to supply themselves with Medicines, &c.
- 2d. The Surgeon General to purchase all the Medicines, &c. sent out by the Company, at Prime Cost, and deliver them to the other Surgeons, at 10 per Cent. Advance.
- 3d. The Surgeon General to engage for 2,18,000 Sicca Rupees to defray all Hospital and Medical Charges.
- 4th. Three Rupees stopped from the Soldiers in Hospital. Proposes a Stoppage of 5 Rupees in lieu of the 3, that the Men may not be induced to continue in the Hospital longer than is necessary, Account the Saving of their Pay an Object to them, while the Stoppage is only 3 Rupees.
- 5th. Exhibits the Charge the Company have been at for Three Years past to be as follows; viz.

For Medicines sent from Europe per Invoices	—	—	—	—	—	66,533	1	3
Military Hospital Charges, as per Accounts from Military Paymaster's	—	—	—	—	—	5,68,908	15	—
Office, and per Certificate from Commissary General's Office	—	—	—	—	—	2,06,582	2	6
Civil Hospital and Dispensary Charges, per Buxey's Accounts	—	—	—	—	—	—	—	—

Deputations proposed to the Surgeon General, with his Replies.

make a Charge for Medicines they administer to the Civil and Military Servants, above the Rank of Writers and Subalterns, objected to by the Board. The Surgeons allowed to charge for Medicines supplied to Gentlemen not in the Service, the limiting the Exemption for the Charge of Drugs, &c. to the Ranks of Writers and Subalterns, I am content such Exemption should be extended to the Civil Servants of the Rank of Factors, and to the Military of the Rank of Cap-

2d. As the Surgeons are not to make a Charge for Drugs, &c. to any of the Military under the Rank of Field Officers, nor to any of the Civil Servants under the Rank of Junior Merchants, how are they to be reimbursed for the Drugs you propose they shall supply at their own proper Cost.

2d. Ans. I will reimburse them; but as the Ranks of Factors and Captains are not taken into the Estimate on which my Proposals are made, I hope the Board will allow 5,000 Rupees per Annum to enable me to make such Reimbursement.

3d. You propose to encrease the Stoppages of the sick Soldiers Pay from 3 to 5 Rupees : Do you mean this extra Stoppage to be drawn by yourself and the other Surgeons ?

3d. You propose to encrease the Stoppages of the sick Soldiers Pay from 3 to 5 Rupees : Do you mean this extra Stoppage to be drawn by yourself and the other Surgeons ?

3d. Ans. I mean not this extra Stoppage as any Emolument to myself or the other Surgeons ; but only propose it, that the Saving which many of the Soldiers make of their Pay, by being in Hospital at 3 Rupees per Mensem, may not induce them to continue longer from their Duty than they ought to do ; the Board may apply the extra Two Rupees to any Purpose they may judge beneficial to the Military Establishment.

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the limiting the Exemption for the Charge of Drugs, &c. to the Ranks of Writers and Subalterns, I am content such Exemption should be extended to the Civil Servants of the Rank of Factors, and to the Military of the Rank of Captain.

2d. Ans. I will reimburse them; but as the  
Ranks of Factors and Captains are not taken-into

the Estimate on which my Proposals are made, I hope the Board will allow 5,000 Rupees per An-

num to enable me to make such Reimbursement.

3d. Ans. I mean not this extra Stoppage as any Employment to myself or the other Surgeons.

but only propose it, that the Saving which many of the Soldiers make of their Pay, by being in Hospital at 3 Rupees per Mensem, may not in-

duce them to continue longer from their Duty than they ought to do, the Board may apply the extra Two Rupees to any Purpose they may judge beneficial to the Military Establishment.

4th. Exclusive of the Stoppages of 3 Rupees per Man, the Board understand contingent Bills are drawn by the Surgeons, for different Hospital Charges, &c. which Bills are, upon a Medium, at 10 Rupees per Man. Do you mean to charge such Contingency to the Company?

4th Ans. No : I propose to abolish all such Charges, and to bound the Expence to 2,18,000 Rupees per Annum, agreeable to my Proposals, to which I hope the Board will add the 5,000 Rupees I have requested in my Answer to their 2d Question, which if they are pleased to allow, I will be bound to them, in any Penalty, to execute the Service, without bringing against the Company a single further Charge, excepting only in case of extra Doolies, as mentioned in my said Proposals.

(Signed) DANIEL CAMPBELL.

Governor General.

Agreed.

Mr. Barwell.

Agreed.

General Clavering.

To the Proposal of the Surgeon General, I totally object to any Increase of Stoppage whatever on the Men's Pay, because I am apprehensive of the Effect it may produce, and as it appears an Injustice to punish every sick Man by an additional Mulct, because some One amongst them may have misappropriated the Savings acquired during a Course of Sicknes.

The additional Sum of Five thousand Rupees, proposed by Mr. Barwell, as a Reimbursement for extending the Exemption to the Senior Civil and Military Servants above the Rank of Factors and Captains, I think disproportionate, even to the Demand made by the Surgeon General himself for the First Extension to Factors and Captains, as these Two Classes are infinitely more numerous than all those above them.

The Circumstance of making the Surgeons buy the Drugs, and submit to a simple Reimbursement, while entitled to the Profit on the Sale of their Medicines, besides the other very material Alteration in the Situation of the whole Body of Surgeons, in being deprived of their contingent Bills of Ten Rupees for every sick Officer and Soldier, should not be decided upon against them, without hearing what they may have to offer; for the Saving, when reduced by the Addition of Ten thousand Rupees Annually, and those contingent Charges of the Quartermaster General, as mentioned by Mr. Campbell, for Straw, Boats, and extra Doolies, which were probably all included in the Sum on which the Saving is supposed to arise, will, in Fact, reduce it so low, as not to warrant the diverting the Channel of Benefit from many to One.

To the general Benefit of the Plan of the Service, I cannot think it likely to promise much; for if the Surgeons are to be allowed a Sale for their Medicines, I will ask, what Quality and Affortment is likely to fall to those whom they are to serve and furnish gratis? And if it may be answered, That a Subaltern, in whole Attendance they can no longer be interested, might fare worse than a Patient who is to purchase their Medicines, and reward them for their Trouble, will not then the whole Injury be borne by those whom the Establishment was originally made to benefit and preserve?

Mr. Francis.

Affenting to the Justice of General Clavering's Objections, I think it is much to be feared that the Plan will give Dissatisfaction to the Army in general, as well as just Reason of Complaint to the Surgeons, and that the ultimate Saving to the Company will be very inconsiderable. I more particulary object to any Increase in the Stoppage on the sick Men, as not necessary for the declared Purpose of it: The Surgeons, by reporting the State of the Sick to the Commanding Officer, may easily prevent such Frauds, of which the Instances cannot be many. Mr. Campbell himself desires but 5,000 Rupees a Year, for supplying the Ranks under that of Junior Merchant and Field Officer: I should conceive that a Fifth of that Sum would be a proportionate Compensation for the other superior Ranks, according to the respective Numbers in each Division.

Mr. Barwell.

The General objects to contract with the Surgeon General; urging, that it is an Injustice to punish every sick Man by an additional Mulct, because some may have misappropriated their Savings, during a Course of Sickness, and therefore he is against any Increase of Stoppages from the Men's Pay.

His Objection is entirely removed by the Surgeon General's Answer to the Questions I put to him, respecting an Increase of the Stoppages from the Men's Pay from 3 to 5 Rupees—he therefore declares he suggested it merely as an useful Regulation, and simply as a Check upon the Men continuing in Hospital; and that the Government, not himself, was to benefit by the Measure, if adopted—This therefore is no Part of the proposed Contract, nor can be one of the Conditions of it.

2. That

2. "That the Sum of 5,000 Rupees, proposed by me as a Reimbursement for extending the Exemption from Medical Charges to the superior Ranks of Civil and Military Servants, is disproportionate even to the Demand made by the Surgeon General himself for Reimbursement on the Proposition of Factors and Captains." — The General, if he will revert to what I said, will find the Number of Servants above the Rank of Factors were nearly equal to that Class, as the Field Officers were to the Captains; and upon inspecting the Civil and Military Lists, I find the Number of Factors to be 85, and the Number of Junior and Senior Merchants, including the Board of Trade, 63—the Captains to be 79, and the Field Officers 32—I therefore adhere to my Proposition to render the Surgeon General an adequate Sum for their Exemption from Medical Charges; and I now ascertain it to be 3,500 Rupees—It is a fair Offer to him upon his own Proposal, to exempt Factors and Captains for 5,000 Rupees per Annum, and no Injustice to the Company, who will be ample Gainers by the Bargain.

3d. "That subjecting the Surgeons to purchase Drugs, besides other very material Alterations in the Situation of the whole Body of Surgeons, in being deprived of their Continuous Bill of 10 Rupees for every sick Officer and Soldier, without hearing what they have to offer, is exceptionable, as the Saving proposed by the Contract is too inconsiderable to warrant the diverting the Channel or Benefit from many to One." — It is before the Board, that the Four Surgeons next in Rank to the Surgeon General, viz. Mr. Thomas Anderson, and the Three Surgeons Major of the Brigades, have approved the Surgeon General's Proposals; and as these Gentlemen only can have a Quantity of Medicines in any Degree considerable, and as these are the only Surgeons who draw the 10 Rupees for the sick Officers and Soldiers, their Approbation entirely obviates the First Part of General Clavering's Objection. The Quarter Master General's Charges are not included, for no Charge of Tents for the Sick or Hospital Boats are made in the Hospital Accounts.

To the 4th and last Objection I answer—Surgeons who neglect their Duty are not exempted from the Punishment they merit, by the Board's Acceptance of the Surgeon General's Proposals.

I adhere to my Opinion, that it is for the Advantage of the Company to engage in a Contract with the Surgeon General for defraying all Hospital and Medical Charges, for the Sum of 2,18,000 Rupees per Annum, with the Addition of 8,500 Rupees, making in all 2,26,500 Rupees per Annum, for Three Years certain.

#### Governor General.

I subscribe to the Sentiments expressed by Mr. Barwell, and agree to the Alteration proposed by him in the Sum to be allowed the Surgeon General for supplying the Senior Civil and Military Servants of the Company with Medicines.

#### General Clavering.

1st. I am glad to find the proposed increased Stoppage from the Soldiers Pay, of 2 Rupees, is not insisted upon, as I should not have agreed with Mr. Barwell on the Utility of the Regulation.

If Mr. Barwell means, as he expresses, that the Sum to be paid Mr. Campbell for purchasing the Exemption to the Junior and Senior Servants, and the Field Officers, should be adequate to that which the Surgeon General hopes the Board will allow him for exempting the Factors and Writers, amongst the Civil Servants; and the Captains, Lieutenants, and Ensigns, in the Military, for the Payment of Drugs, I believe he will find his Calculation erroneous: He has only taken the Captains amongst the Military, instead of including, as Mr. Campbell has done, the Lieutenants and Ensigns.

In an Army List which I have now before me, of last Year, before the Promotion of Cadets took Place, I find the Number of these Three Classes to be 493, from which should be deducted the Officers in the Service of the Vizier; therefore, to avoid all Cavil, I will state the Number at only Factors and Writers — — — — — 450 — — — — — 85 — — — — — 535

Senior and Junior Merchants — — — — — 63  
Field Officers — — — — — 32 — — — — — 95

To render the Sum to be paid adequate, the Statement should be 535 : 5000 :: 95; which will make the Sum to be paid Mr. Campbell, according to Mr. Barwell's Proposition, 889 Rupees, instead of 3,500 Rupees, which he thinks a fair Offer to him.

3d. Nothing appears in the Surveyor General's Proposal, by which a Partition of Advantages in the Contract is either expressed or implied, unless his mentioning that the Four Surgeons next in Rank to himself were made acquainted with the Proposals, and approved them. If it is to be understood, by Implication, that those who approve a Contract have a Concern in it, I hope

the

the Court of Directors will clear me of any Suspicion on that Account. Five Surgeons being Sharers in the Contract, does not *entirely* obviate the Hardship I mentioned that would accrue to the Body of the Surgeons, to increase the Emoluments of the Five Senior Surgeons: I still think their Acquiescence so necessary, that I am apprehensive the Service will suffer if they are not satisfied. If the Commissary General, or the Paymaster General, have made up an Account of Hospital Charges, without including the Charges for Straw, occasional Boats, extra Doolies used by the Sick, they have given in a fallacious Account, which cannot be depended on. Mr. Bar-  
well must excuse me, if I desire he will not introduce for me any Word which I have not used myself: I have not said there were any Charge for Tents.

4th. The Objections I made to the Plan in general, as it will affect all the Servants, Civil and Military, are not removed by the Menace of punishing the Surgeons, who will probably give common Bazar Medicines to those who do not pay for them, in order to keep the Europe Medicines for those who do. The Advantage of the Company is best consulted in promoting the Good of the Service; the Saving of 119,220 Rupees in Three Years, supposing no extra Doolies em-  
ployed, is, in my Opinion, no Way adequate to the Mischief which I foresee this Contract will produce.

I should be glad to be informed, whether the Five Senior Surgeons are to stand forth as the ostensible Contractors, or only Mr. Campbell; and if either one or the other, whether the Contracts are to be held by them by virtue of their respective Employments, or by their Assignees.

Mr. Barwell.

I shall not enter into a fruitless and unavailing Argument. If the General had recurred to the Answers made by the Surgeon General to the 1st and 2d Questions I put to him, he would have found the following Words, "I am content such Exemption should be extended to the Civil Servants of the Rank of Factors, and to the Military of the Rank of Captains—but as the Ranks of Factors and Captains are not taken into the Estimate on which my Proposals are made, I hope the Board will allow 5,000 Rupees."—This is a full and explicit Claim of 5,000 Rupees for exempting, expressly, Factors and Captains from any Charge for Medicines. Now is it pos-  
sible that General Clavering can mistake these Words—But enough; the Facts stand on Record, and oppose the General's Calculations and Reasoning on the Contract offered by the Surgeon General.

The above Minutes were returned to the Secretary on the 22d Ultimo, and he acquainted the Surgeon General with the Resolution of the Board accordingly, and also called upon him for his Securities, in case of his Acceptance of the Offer made to him by the Board. Copies of the Minutes were likewise transmitted Numbers in the Abbsburnham's Packet; and the Subject noticed in the General Letter to the Court of Directors, by that Ship.

*EXTRACT of Proceedings of the Board of Inspection, the 22d May 1777.*

The Secretary lays before the Board the Contract between the Company and the Surgeon General, which was ordered to be prepared on the 10th of April, and has been drawn up with the several Clauses since directed to be inserted in it.

Agreed, That it be executed by the Board, as well as the Counterpart by the Surgeon General and Mr. Williams.

Ordered also, That the Penalty Bond be executed by the Securities of the Surgeon General, and that a Copy of the Contract be entered after the Proceedings.

**ARTICLES of Agreement Tripartite, indented, had, made, concluded, and fully agreed upon, this Twenty-second Day of May in the Year of Our Lord Christ One thousand Seven hundred and Seventy-Seven: Between the United Company of Merchants of England trading to the East Indies, of the First Part; Daniel Campbell, Surgeon General in the Service of the said United Company at Calcutta, in the Province of Bengal, of the Second Part; and Andrew Williams, of the same Place, Surgeon, of the Third Part; in the Manner and Form following: that is to say,**

Whereas it hath been agreed between the Governor General and Council of the Presidency of Fort William in Bengal aforesaid, on the Part and Behalf of the said United Company and the said Daniel Campbell and Andrew Williams, that the said Daniel Campbell, for the Considerations hereinafter mentioned, shall, during the Space of Three Years, if he should so long live, find and supply the different Servants of the said United Company on the Bengal Establishment, with all proper Medicines, in case of Illness, to any of them, and shall supply the different Hospitals of the said United Company on such Establishment with all necessary Provisions and other Requisites as hereinafter is mentioned, and to do and perform all and every such other the Matters and Things, as hereinafter is set forth; and that, in case of the Decesse of the said Daniel Campbell before the Expiration of the Term of Three Years, that then, from the Time of such Decesse, the said Andrew Williams shall be entitled to the

the Benefit of the said Contract, and shall stand in the Place and Stead of the said Daniel Campbell, subject to the Covenants and Agreements hereinafter contained, during the rest and residue of the said Term:

Now these Presents Witness, That the said Daniel Campbell, for, and in Consideration of the Yearly Sum of Sonaut Rupees Two hundred Twenty-six thousand and Five hundred, to be paid him by the said United Company, at such Times and in such Proportions as herein-after is mentioned, and of other the Covenants and Agreements hereinafter contained, on the Part and Behalf of the said United Company to be observed, performed, and kept, Doth for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree to and with the said United Company, their Successors and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said Daniel Campbell shall and will, on the First Day of June next ensuing the Day of the Date of these Presents, or as soon after as conveniently may be, receive from the said United Company, by the Hands of their or either of their Servants at Calcutta in Bengal aforesaid, all and every such Medicines, of all Sorts and Kinds whatsoever, together with all and every such Chirurgical Instruments and Tools whatsoever, as have been before sent from England, and on such First Day of June shall remain unused and in Store in Calcutta or elsewhere, at the Factories or other Places in the Provinces of Bengal, Bahar, and Orissa; and also shall and will, Yearly and every Year, during the Space of the Three next ensuing Seasons for the Arrival of Ships from England, well and truly receive and take from such Ships, and every of them, the Whole of such Quantity of Medicines, Medical Stores, and Chirurgical Instruments, as shall be sent out by the said United Company from England, on Board any or either of the said Ships, during such Space of Time as aforesaid, and that without any Objection to the said Medicines or Instruments, or any Part thereof, either as to the Quantity, Quality, or Price of the same, or otherwise howsoever: And also, That he the said Daniel Campbell, immediately on Receipt of such Medicines and Instruments as aforesaid, as well those now remaining on Hand as those which at any Time hereafter, during such Space of Three Years next ensuing, shall be sent out on Board such Ships as aforesaid, and shall be delivered to him, shall and will well and truly pay, or cause to be paid, to the said United Company, their Successors and Assigns, such Price and Prices for the same, and every of them, as shall or may have been paid by the said United Company, for the Prime Cost of such Articles respectively in England, and as shall appear to be marked and charged in Invoices of the same respectively; in which Payments as aforesaid the Pound Sterling shall be computed and allowed, as between the said United Company and the said Daniel Campbell, at the Rate of Eight Current Rupees for each Pound Sterling, and so in Proportion for any less Charge or Sum of Money: And also, That the said Daniel Campbell, in Consideration of such Payment to be made to him as herein-before and hereinafter is mentioned, shall and will, by and out of such Medicines to be sent from England as aforesaid, and from such others as may be wanted, and can be procured in the several Provinces of Bengal, Bahar, and Orissa, well and truly find and provide for, and allow, to all and every the Servants of the said United Company (as well Civil as Military) in the said Provinces of Bengal, Bahar, and Orissa, in the East Indies, or otherwise what is usually called the Bengal Establishment, such Medicine and Medicines, of all Sorts and Kinds whatsoever, as shall be necessarily wanted or required by any or either of such Servants, or by any Person on the Behalf of them, or either of them, for their or either of their Use, in the same Manner as hath been hitherto found and provided for them, by or out of the Dispensary of the said United Company in Calcutta aforesaid: And also, That he the said Daniel Campbell shall and will, out of such Medicines and Instruments as aforesaid, well and truly supply the other Surgeons in the Service of the said United Company, in the said Three Provinces of Bengal, Bahar, and Orissa, or elsewhere on the said Bengal Establishment, with all and every such Medicines and Instruments as shall be wanted by them in the Course of their Practice, if he the said Daniel Campbell shall have any of such Medicines or Instruments in his Custody or Power, he the said Medicines and Instruments respectively to the said United Company, and reimbursing and fully allowing to such other Surgeons all such Cost and Expence of any such Medicines and Instruments as shall be or have been provided by them, or any or either of them, for the Use and Benefit of any or either of such Servants of the United Company; it being fully intended, that the Servants of the said United Company (as well Civil as Military) shall have the Benefit of the Medicines and Instruments sent out and to be sent out by the said United Company, without any Cost or Charge whatsoever, in the same Manner as they have hitherto ever enjoyed the same: And also, That he the said Daniel Campbell, for and in Consideration of such several Sums of Money to be paid him as hereinafter is mentioned, shall and will, during such Three several Years as aforesaid, well and truly find and provide, for the Use of the said United Company, without any Cost or Charge to or in the Service of the said United Company, on Duty in the Field, Fifty good covered Doories, for the Use and Service of such Brigade, with Six Bearers for each Dooley, together with a proper and sufficient Number of Coolies to carry Medicines and other such Necessaries, for any sick or wounded Person or Persons belonging to any Brigade, as well within as without the Provinces,

vincel, as shall be wanted during such Space of Time as aforesaid; and in case any further or greater Number of Doolies shall be necessary and wanted for the Use of any Brigade, more than such before-mentioned Allowance of the Fifty, that then he the said Daniel Campbell shall and will, during the Continuance of such Three Years as aforesaid, from Time to Time, as Occasions shall require, and at the Request or by the Directions of the Commanding Officer of the said Brigade for the Time being, find and provide, for the Service of the Brigade wanting such Increase, such other Number of Doolies, with the like Allowance or Proportion of Bearers for each Dooly, as hereinbefore is mentioned, on being paid by the said United Company, for each and every such additional Number of Doolies, beyond the said Allowance of Fifty for each Brigade, at the Rate of Thirty Sonaut Rupees per Month.—And the said Daniel Campbell, for and in Consideration of such several Sums of Money to be paid him as hereinbefore mentioned, doth further covenant, promise, and agree, to and with the said United Company, their Successors and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said Daniel Campbell shall and will, during the said Space of Three Years from the said First Day of June next ensuing the Day of the Date of these Presents, out of the said Medicines and Instruments to be received from the said United Company as hereinbefore mentioned, and otherwise as Occasions shall require, well and truly, and properly find and provide for all and every the Hospital and Hospitals belonging to the said United Company, and the Patients within the same, in the several Provinces aforesaid, as well as belonging to the said Brigade on Duty in the Field, such Medicines and Instruments of every Kind as can or may be wanted for the Use of such Patients, or any or either of them; and also shall and will find and provide for such Patients respectively such Clothing, Diet, Servants, and every other Necessaries, as are particularized and set forth in the Table or Regulations for the same, annexed by Way of Schedule to these Presents; which Table or Regulations the said Daniel Campbell doth hereby agree shall and may, during the Continuance of these Presents, be hung up in the several different Hospitals, to enable such Patients respectively to judge of the good or bad Treatment they may respectively receive, and to afford such Patients an Opportunity of complaining to the Officers of the said United Company, whose Duty it is to attend such Hospitals, in case there shall be any real Occasion.

And the said Daniel Campbell, for himself, his Heirs, Executors, and Administrators, doth further covenant and promise, to and with the said United Company, their Successors and Assigns, That in all and singular the Matters and Things relating to the Hospitals herein above-mentioned, he the said Daniel Campbell shall and will, during the Continuance of these Presents, well and truly attend to, observe, obey, perform, and keep, all and singular the general Rules and Orders which were at any Time heretofore made (and are now remaining in Force) by the Directions or with the Privity of the Governor General and Council of the Presidency of Fort William in Bengal aforesaid, or by any former Presidency and Council, so far as the same Rules and Orders relate to or concern the said Hospital, or the Patients therein contained, or the Conduct of him the said Daniel Campbell, as Surgeon General aforesaid (other than such of the said Rules and Orders as are varied or altered by these Presents) in the same and the like Manner as if such General Rules and Orders were fully inserted in these Presents.—And the said United Company of Merchants of England trading to the East Indies, for the Considerations aforesaid, do hereby, for themselves, their Successors and Assigns, covenant, promise, and agree, to and with the said Daniel Campbell, his Executors, Administrators, and Assigns, by these Presents, in Manner and Form following; (that is to say) The said United Company, their Successors and Assigns, shall and will, from Year to Year, during the said Space of Three Years from the said First Day of June now next ensuing, well and truly pay, or cause to be paid, to the said Daniel Campbell, his Executors, Administrators, and Assigns, the Yearly Sum of Sonaut Rupees Two hundred Twenty-six thousand and Five hundred, in the several Proportions, and at the several Times, hereinafter for that Purpose mentioned (that is to say) the Sum of Sonaut Rupees One Sonaut Rupees One hundred Thirteen thousand Two hundred and Fifty, being the other Half Part or Residue thereof, in Advance, on the First Day of December then next following, without any Deduction or Abatement whatsoever, on any Pretence however; and also shall and will well and truly pay, or cause to be paid, to the said Daniel Campbell, his Executors, Administrators, and Assigns, the further Sum of Sonaut Rupees Thirty for each and every additional Dooly which shall be so found and provided by him or them, as hereinbefore is mentioned, for the Use of any of the Brigades in the Service of the said United Company, on such Establishment as aforesaid, beyond the said Allowance of Fifty Doolies for each Brigade on Duty, which are to be kept up and supported in ordinary by the said Daniel Campbell, his Executors, Administrators, and Assigns, out of and in Part Consideration for such Yearly Allowance as hereinbefore is mentioned to be paid him by the said United Company: Provided always, and it is hereby agreed, by Daniel Campbell, at any Time before the Expiration of the said Term of Three Years, from the said First Day of June next ensuing the Day of the Date of these Presents, then and in such Case, from the Time of such Death, these Presents, and every Thing herein contained, shall cease and determine, as to any Right or Interest of the Executors or Administrators of the said Daniel Campbell herein, and the said Andrew Williams (if living at such Time) shall immediately be and be-

some entitled, during the Rest and Residue of the said Term of Three Years, to the Benefit of the said Contract, and of these Presents, in the same Manner as the said Daniel Campbell is now to have and be entitled to the same, and would have enjoyed, if he had continued alive; for which purpose the said United Company, for themselves, their Successors and Assigns, do hereby covenant and agree with the said Andrew Williams, in case of the Decease of the said Daniel Campbell as aforesaid, immediately from such Decease, during the Residue of the said Term, to make to him the said Andrew Williams the like Payments, at such Times, and in such Proportions, as are hereinbefore mentioned and provided to be made to the said Daniel Campbell; in Consideration that in case the said Andrew Williams shall become so entitled as aforesaid, to the Benefit of these Presents, that he the said Andrew Williams shall and will, from the Time of becoming so entitled as aforesaid, well and truly observe, perform, and keep all and singular the Covenants and Assignments hereinbefore contained, on the Part and Behalf of the said Daniel Campbell, to be performed and kept as fully, sufficiently, and effectually, as if the same were here again repeated and expressed on his Part and Behalf to be done and performed: Provided further, That in case of such Decease of the said Daniel Campbell, at any Time during such Three Years as aforesaid, any such Half Yearly Payment having been made him, as hereinbefore is covenanted to be paid, then and in that Case the Executors or Administrators of the said Daniel Campbell shall, within the Space of Three Months, well and truly pay, or cause to be paid, unto the said Andrew Williams, the Whole of such Half Yearly Payment so received by him in his Life Time, as aforesaid, save only and after deducting such Part thereof as shall actually have been expended by him for the Use of the said Hospital. In Witness whereof, the Honourable the Governor General and Council of the Presidency of Fort William in Bengal, on the Part of the Honourable the United Company of Merchants of England trading to the East Indies, have hereunto put their Hands, and the Common Seal of the said Company, and the said Daniel Campbell and Andrew Williams have also hereunto set their Hands and Seals, the Day and Year first above written.

Sealed and delivered (where no  
Stamps are in Use, or to be  
had) in Presence of,

(Signed) DANIEL CAMPBELL.

L. S.

Isaac Baugh.

Sealed and delivered (where no  
Stamps are in Use, or to be  
had) in Presence of,

(Signed) ANDREW WILLIAMS.

L. S.

(Signed) J. Tottingham,

Tho' Scott.

*EXTRACT of the Proceedings of the Board of Inspection, the 14th August 1777.*

The Secretary lays before the Board the following Letter from the Surgeon General, with the accompanying from the Company's Attorney.

To Isaac Baugh, Esquire, Secretary to the Honourable Board of Inspection.

Sir,  
Having wrote to Mr. Jarrett, the Company's Attorney, regarding the Mistakes I mentioned to you in my Contract, I have received the enclosed Letter from him, which I beg you will lay before the Honourable Board, and at the same Time make my humble Request to them, That they will be pleased to order the Contract to be new drawn, as at present it is very in-  
correct.

Calcutta,  
the 7th August 1777.  
(Signed) DANIEL CAMPBELL.

Sir,  
I have received your Letter respecting the desired Alterations in your Contract; and shall give you my Opinion on them in Order as they stand.

And after the Contract is specified, that you are to provide Fifty Doolies to each Brigade, and to be paid for any Quantity above that Number (which it may be necessary to employ) of Rs. 7/- per Day I find it will amount to Rs. 10/- per Day.

Thirty Rupees per Month for each Dooley.—How this Mistake has crept in I am at a Loss to know; as, on a Reference to the Proposals, I find that you keep up Fifty Doolies for such Brigades as should be on Duty out of the Provinces only; and that you should be paid Thirty Rupees per each Dooley, above that Number.

Is 2d. As to the Hackeries, I cannot find, either in the Proposals or Contract, any Mention at all made of them; to be sure, if they were on the Establishment when you made the Proposals, and you considered yourself bound to keep them up, or to provide them when required, it is proper a Clause should be inserted in the Contract for that Purpose. And, Ijly. As to the Common Diet Money for the respective Patients, that is also in the same Pre-dictament, no Mention being made thereof; however, as in Matters of this Nature, we cannot be too explicit, I think those Mistakes ought by all Means to be rectified; and if you will please to obtain an Order from the Honourable Board for that Purpose, I will with Pleasure rectify them, without any additional Expence to you or them:

the 4th August 1777.

You're most obedient Servt,

ROBERT JARRATT.

The following are the Words of the Surgeon General's Proposals upon the First Article mentioned in the Attorney's Letter:

" The Brigade in the Field shall be constantly supplied with Fifty covered Doolies, having Six Bearers to each Dooley, and likewise with a sufficient Number of Coolies to carry Medicines and other Necessaries for the Sick or Wounded—the Quarter Master General furnishing Hospital Tents and Straw as heretofore; or should there be a Necessity of embarking the Sick in Boats, he is likewise to furnish them, those being Expences never included in any of the Hospital Charges; but should the Service at any Time require a greater Number of Doolies than the Fifty before mentioned, then the Honourable Board will allow, at the Rate of 30 Rupees per Mensem, for every extra Doolie employed by Order of any Commanding Officer. This is the only Article in which the Expence can exceed the stated Sum; and it is of little Consequence, as, unless the whole Army was to be in Motion, it can never amount to a Sum in any Degree considerable."

From hence it is clear, that the Surgeon General engaged to supply Doolies only for One Brigade, or, in other Words, only Fifty Doolies for the whole Service, that Number being sufficient for the ordinary Service of the Army; and that it was neither his Intention, nor the Design of the Board, that he should supply Doolies for all the Three Brigades, if all Three should take the Field at the same Time.

Agreed therefore, That this Alteration be made in such a Manner as the Attorney shall deem most regular and formal.

The Surgeon General having acknowledged that it was his Intention, as appears by the Secretary's Report of the 31st Ultimo, to have included the Ten Hackeries in his Proposals;

Agreed, That they be mentioned in the Contract accordingly.

As the Terms of the Surgeon General's Proposals do not mention the Common Diet Money for the respective Patients in the Hospital, it was undoubtedly meant to continue it, the Proposals only engaging to defray the Medical Charges incurred by the Company; and that the Board, that he should supply Doolies for all the Three Brigades, if all Three should take the Field at the same Time.

Agreed, therefore, That this also be added to the Contract.

Ordered, That the Secretary do give the necessary Directions to the Attorney, in consequence of the foregoing Resolutions.

Extracted from the Board of Inspection, 23d December 1778, of the Proposals for the Service of the Army, and the same in more detail. I believe this Letter was written by a Member of the Board, and that it is the original of the one above mentioned.

**Extract of the Proceedings of the Board of Inspection, dated 29th December 1779.**

To the Honourable Warren Hastings, Esquire, Governor General, &c, Members of the Board of Inspection.

Honorable Sir, and Sirs. I have been furnished, by your Secretary of the Board of Inspection, with Extracts from the Honourable the Court of Directors General Letter, dated 23d December 1778, and required to give my Answer to the Commands therein contained.

Before I deliver my Answer, permit me, in Kindication of myself, to make a few Remarks upon the Exceptions which the Extracts contain.

When I delivered in Proposals to Consent for the Expenses of the Hospital, it was my chief Object to have that Branch of Duty suspended upon the best Plan I could devise for the good of the Service, and the Interest of the Company. In forming this Plan, I was averse to whatever

whatever my own Experience could suggest to me, and at the same Time to every Information I could obtain of the Practice of Surgeons, who have had the Charge of Hospitals here, either in His Majesty's Land or Marine Service; and my Hopes were, that by establishing such a Plan as had for its Object at once the Diminution of the Public Expence, and the preserving the Standing Forces as effective and complete as possible, I should merit your Approbation, and at the same Time essentially recommend myself to the Notice of the Honourable the Court of Directors.

In the Extracts it is laid down as a fundamental Principle, that no Surgeon should be interested, directly or indirectly, in the Quantity of Medicines saved or expended. Notwithstanding I have, ever since my coming to the Head of my Profession, observed the utmost Care and Attention for the Preservation of Medicines, yet the Experience of several Years previous to my obtaining the Contract will serve to evince that the Quantity Annually sent out have fallen short before the End of the Year, and that the Company have on that Account incurred a considerable Expence for such as could be purchased here, besides the great Inconveniences that have in some Cases arisen, from the Want of such as were not to be purchased. I therefore thought, at the Time I made my Proposals for the Contract, and without the most distant Prospect of Advantage to myself I still continue to think, that the most effectual Way to obviate these Inconveniences and Charges, was to make the Surgeons in Charge of the Sick at the different Stations in some Degree interested in the due Preservation of Medicines; it was for this Purpose that I proposed to the Board the Surgeons paying for their Medicines at the Rate of 10 per Cent. on the Prime Cost, which would make it their more immediate Interest to see that they were duly applied, and in no Shape improperly wasted, or suffered to spoil through Inattention; and although no Check is specifically mentioned in the Contract, to prevent my charging more than 10 per Cent. on the Prime Cost, yet as the Terms of the Contract are well known to the whole Profession, were I capable of attempting it, immediate Representations to the Board must of course follow, and which it is unnecessary for me to inform you has never happened in any one Instance. I have already said, that I had not the most distant Prospect of Advantage to myself from the disposing of Medicines, when I proposed my being allowed to charge the Surgeons 10 per Cent. upon the Prime Cost; and I can now declare, from Experience, that the Premium of 10 per Cent. is by no Means sufficient to reimburse me for the Charge of unpacking and re-packing them, the Damages they sustain from the Climate, and the Risk and Expence in transporting them to Stations at the Distance of near One thousand Miles from the Presidency. But it is objected by the Honourable Court of Directors, that on this Account it is possible that Medicines may be more sparingly administered, and Patients more speedily discharged, than can be consistent with the Good of the Service: In Answer to which, I beg Leave to remark, that such a Conduct cannot possibly obtain, since an Officer from every Corps regularly visits the Hospitals Once a Day, and a Field Officer Once a Month, to inspect the Treatment of the Sick, and to enquire of the Sick themselves, if there be any just Ground of Complaint; and it is well known that the Soldiers are sufficiently disposed to make Complaints on the smallest Grounds; besides, it must appear contrary to common Prudence, to discharge a Patient before his thorough Recovery, since his immediate Return to the Hospital must be the Consequence. It is further objected by the Honourable Court of Directors, that the Deed first drawn and executed was afterwards, at my Desire, revised, and another agreed to, with Alterations in my Favour, one of which is granting me an Addition of the common Diet Money usually paid by the Company for Patients in the Hospital, before the Contract took Place. The Inaccuracy and Insufficiency of the First Deed, was my sole Reason for wishing to have it revised, and another drawn with more Method, and in Conformity to the Proposals I had delivered in to the Board, and which I never altered in any Particular whatever. The Diet Money was not, as the Honourable the Court of Directors suppose, at any Time paid by the Company, but, as on a former Occasion I have fully made it appear, by a Stoppage from the Pay of every individual Patient in the Hospital; nor was it in any Shape whatever altered or affected by the Contract, for it never had been, since the first Establishment of Hospitals in India, to the best of my Belief, made an Article of Charge to the Company in any of their Accounts of Hospital, or additional Expences.

The medium Expence of the Hospitals, as taken by me for some Years back, and delivered to the Board, was afterwards compared with the Company's Accounts, by the Secretary of the Board of Inspection, according to the Order of that Board, and found to be just and accurate; I therefore advanced upon the best Ground, that the Contract would prove an Annual Saving to the Company, of at least Son<sup>r</sup> R<sup>r</sup> 39,500. In the Hospital Charges, Civil and Military, for the Years 1771-2, 1772-3, and 1773-4, the Average of which is stated by the Honourable Court of Directors to amount only to C. R<sup>r</sup> 2,16,360, I must beg Leave to observe, that they have omitted to include the original Price of Medicines sent from England, which, according to their Estimate, has amounted, upon an Average, to 20,548 Rupees; nor have they been pleased to take into Consideration the Increase of the Establishment since that Period, which has been so considerable as to justify me, I think, in asserting, that no Person could in common Prudence have undertaken the Contract on lower Terms than I did, nor should I have been desirous of engaging in it for One Year only, as I think that One Year would not have been sufficient

sufficient for me to have brought about the necessary Alterations that were to take Place, in so full and satisfactory a Manner as my own Reputation required.

It is also objected, that in my Proposals I affirmed there would be a Saving to the Company of 30,000 Rupees per Annum by my purchasing the Medicines, whereas the Average Amount of Medicines sent to Bengal for Five Years past is only 20,548 Rupees. In my Proposals, if I have not expressed myself with Precision, I now beg Leave to explain that in the Sum of 30,000 Rupees, I included the Amount of what had been purchased in the Country to make up the Deficiency of what was Annually sent from Europe.

The Honourable the Court of Directors likewise disapprove of my having received, instead of Monthly Advances, One Moiety of the Annual Expence in Advance: In Answer to which I can only say, that without a considerable Advance I should not have been able to have undertaken the Contract; and as to the Amount of Profits supposed to arise thereon, being likewise in Advance, I shall have Occasion to mention hereafter that they do not deserve Consideration. Although no express Provision was made in the Contract, that at the Expiration of it the Medicines and Surgeons Instruments on Hand were to be returned to the Company at Prime Cost, yet I beg Leave to declare, that such are my Obligations to the Service, and my present absolute Dependance on it, I should think myself highly deserving Censure, and unworthy future Favour, if, without Hesitation, I did not deliver back the Stock of Medicines and Surgeons Instruments at Prime Cost, and (the Chances of War and other Circumstances duly attended to) in as good or better Condition than that in which I received them; at the same Time, give me Leave to express the just Sense I have of the good Opinion which the Honourable Court of Directors have been pleased, in this Respect, to entertain of me; and likewise on Behalf of the Gentlemen of my Profession, to offer it as my firm Belief, that into whatever Hands, by my Decease, the Contract might have fallen, the Service could never have suffered on this Account.

Before I dismiss this Subject, give me Leave to submit to your attentive Consideration a few Circumstances, that do not immediately relate to the Extracts from the General Letter:—When I entered into the Contract, my Calculations were formed from the Establishment as it then stood, and no Conditions were made, on my Part, for an Increase of Allowance, in Proportion to the Increase of the Forces, should any such Increase take Place during the Term of the Contract; There beg Leave to mention, that since my Engagement the Corps of Artillery has been formed into a distinct Brigade, on which Account Two additional Hospitals for Europeans have been established. One at the Presidency, and One at Cawnpore; that a Body of Goolandaase, consisting of Three Battalions, have been raised, for whom also I have been obliged to keep up a separate Hospital; that Ten Battalions of Lascars have been added to the Establishment since my Undertaking the Contract, as has likewise the Corps of Chauffeurs, who act as the Body Guard of the Commander in Chief; I might also remark, that on the Account of the War, the Company's Forces occupy a greater Number of Stations than what they did in June 1777, and likewise that the Lists of Officers and of Civil Servants have been greatly augmented since that Period: Every one of the Circumstances above enumerated have been productive of unforeseen, and at the same Time very considerable additional Expences to me, and for which I have never as yet received any Recompence whatever; nor will it be improper further to remark, that at this very Time no Supply of Medicines is arrived from England, which has put me to the Expence of purchasing from the Europe Ships already arrived such Articles as I stood in Need of at a very high Rate; and I will here venture to assert, in Confirmation of what I have before advanced, that from the Ships which have on Board the Yearly Supply of Medicines not arriving in due Season, no Precaution of mine would have been sufficient to have prevented an alarming Scarcity of the most indispensably useful Articles, had it not been for that Part of the Contract, which had made it the Interest of every Surgeon to preserve, as much as possible, the Medicines entrusted to his Care.

I have now only to declare my Willingness to pay an entire and implicit Obedience to the Commands of the Honourable Court of Directors, and that I shall most gratefully accept of the Allowance they are pleased to make me, upon the Condition they prescribe: I wish that the Sacrifice I am required to make had been of such a Nature as would have admitted my urging it as a clear and strong Proof of my Disposition to obey whatever Orders my Superiors may think proper to give me; but by relinquishing the Contract, although it has been regarded as lucrative to me in a high Degree, I shall sacrifice very little, for I can most truly declare, that I have received very little Advantage, if any, from it; yet in Justice to myself I must not omit to make it known, that from the Engagements I have formed, and the Provisions I have made for carrying it on to the End of the Term, by relinquishing it at the End of a Month, I shall suffer very considerably; and, in Discharge of my Duty, I think it at the same Time incumbent on me to give it as my Opinion, that the Public Interest will suffer still more than I shall, by a Change so sudden and unprovided for: In Proof of what I advance, give me Leave to point out to your Notice the very great Distance of many of the Military Stations, that the Brigades are at present in Motion, and that the Detachments are upon actual Service—and I think it will be evident, from a Consideration of these Circumstances, that the Business under my Management cannot to immediately be taken out of the Channel in which it is at present conducted, no previous and necessary Preparations having been made for such a Change, without occasioning much Confusion, and unavoidable

avoidably, at the same Time, an additional Expence to the Company: If, for the Reasons above assigned, it should appear expedient to you that the Execution of the Contract remain with me for the short Time it has yet to run, which is only Five Months and a few Days, an Event which, allow me to observe, the Honourable Court of Directors could not possibly foresee when their Order was given, I will continue to discharge my Obligations therein; and after the Term shall have expired, my Services shall be employed, as they have always been, for the Benefit of the Company, to the utmost of my Abilities, in the Line of my Profession; and I flatter myself that you will think me deserving of your favourable Testimony, when you shall have Occasion to mention me to the Honourable Court of Directors, for in my present Situation I can have no Prospect, but what must proceed from my Hopes of meriting their Approbation and Support.

I am, with the greatest Respect,

Honourable Sir, and Sirs,

Your most obedient,

Humble Servant,

DANL CAMPBELL,

Surgeon General.

To Isaac Baugh, Esquire, Secretary to the Honourable Board of Inspection.

Sir,  
I have received your Letter, dated the 25th Ultimo, inclosing an Extract of the Court of Directors Letter concerning the Surgeon General's Contract.

You will be pleased to inform the Honourable the Governor General and Board of Inspection that, as far as I am concerned in the Deed, that I most readily give my Assent, without stipulating any Terms, to whatever the Honourable the Governor General and Board of Inspection may judge most to the Advantage of the Sick of the Army, and the Interest of the Honourable Company; I should do an Injustice to the unfortunate Sick, were I not to declare upon Honour, that whatever Regulations regarding the Military Hospitals may take Place in future, that the Men were never near so well provided for in every Respect in the Hospitals, as since the Contract took Place, since I have been in the Country, which is now upon the Verge of Twenty Years.

I am, Sir,

Your most obedient Servant,

ANDW WILLIAMS,

Surgeon Major, Brigade.

Ordered, That the foregoing Letters do lie for Consideration, and in the mean Time that they be circulated.

Camp, Allahabad,  
December 25th 1779.

(Signed)

ANDW WILLIAMS,  
Surgeon Major, Brigade.

Calcutta,  
24th December 1779.

(Signed)

DANL CAMPBELL,

Surgeon General.



Minutes and Proceedings held in Bengal, and Letters from the Governor General and Council of Bengal to the Court of Directors of the East India Company, and from the Court of Directors to the Governor and Council, relating to the following Subjects;

- 1. Bullion Contract of Mr. Croftes;
- 2. Mr. Templer's Elephant Contract;
- 3. Marine Contract;
- 4. Mr. Belli's Contract, and Agency;
- 5. Sir John Day's Allowances; and the Surgeon General's Contract.

DAY 25 MAY 1787  
Signed by the  
Surgeon General.

[ N° 6. ]

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